

Date: 1-14-14

**ANCHORAGE, ALASKA
AR NO. 2013-314**

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL
UNION OF OPERATING ENGINEERS LOCAL 302.**

WHEREAS; the Municipality of Anchorage (MOA) and the International Union of Operating Engineers Local 302 (L302) were parties to an Assembly approved Collective Bargaining Agreement (CBA) expiring June 30, 2013; and

WHEREAS, the MOA and L302 have reached tentative agreement on a new CBA approved by L302's membership on November 18, 2013; and

WHEREAS, changes to the CBA are consistent with Municipal economic guidelines and generally consistent with standardization; and

WHEREAS, the three year CBA term complies with Municipal intent to limit all CBA's to three years or less; and

WHEREAS, it is in the best interest of the MOA and Local 302 to foster good labor management relationships; and

WHEREAS, the Administration recommends approval of the Collective Bargaining Agreement; and


WHEREAS, Assembly Ordinance 3.70.130 requires Assembly approval of a CBA: now, therefore,

THE ANCHORAGE MUNICIPAL ASSEMBLY RESOLVES:

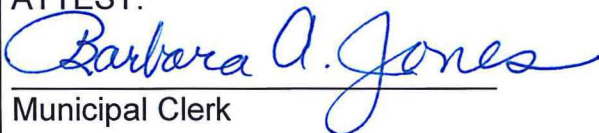
Section 1. The Collective Bargaining Agreement between the Municipality of Anchorage and the International Union of Operating Engineers Local 302, attached hereto is hereby ratified by the Assembly.

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

PASSED AND APPROVED by the Anchorage Assembly this 14th day of JANUARY, 2013.


Chair of the Assembly

ATTEST:


Municipal Clerk

MUNICIPALITY OF ANCHORAGE
Summary of Economic Effects -- General Government

AR Number: 2013-314

Title: A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 302.

Sponsor: **MAYOR**
 Preparing Agency: Department of Employee Relations
 Others Impacted:

CHANGES IN EXPENDITURES AND REVENUES:		(In Thousands of Dollars)				
	FY13	FY14	FY15	FY16	FY17	
Operating Expenditures						
1000 Personal Services	\$ 77	\$ 380	\$ 662	\$ 447		
2000 Non-Labor						
3900 Contributions						
4000 Debt Service						
TOTAL DIRECT COSTS:	\$ 77	\$ 380	\$ 662	\$ 447	\$ -	
Add: 6000 Charges from Others						
Less: 7000 Charges to Others						
FUNCTION COST:	\$ 77	\$ 380	\$ 662	\$ 447	\$ -	

REVENUES:

CAPITAL:

POSITIONS: FT/PT and Temp

PUBLIC SECTOR ECONOMIC EFFECTS:

The Collective Bargaining Agreement (CBA) increases costs by an average of 3.3% annually. If the previously negotiated PIP and the additional holiday are removed, the annual cost increases in the CBA average 2.4% which corresponds to cost estimates presented by Internal Audit.

PRIVATE SECTOR ECONOMIC EFFECTS:

Prepared by: Herbert Wilden, Director Labor Relations

Telephone: 343-4571

MUNICIPALITY OF ANCHORAGE
Summary of Economic Effects -- Enterprise

AR Number: 2013-314

Title: A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 302.

Sponsor: **MAYOR**
 Preparing Agency: Department of Employee Relations
 Others Impacted:

CHANGES IN EXPENDITURES AND REVENUES:		(In Thousands of Dollars)				
	FY13	FY14	FY15	FY16	FY17	
Operating Expenditures						
1000 Personal Services	\$ 51	\$ 244	\$ 427	\$ 288		
2000 Non-Labor						
3900 Contributions						
4000 Debt Service						
TOTAL DIRECT COSTS:	\$ 51	\$ 244	\$ 427	\$ 288	\$ -	
Add: 6000 Charges from Others						
Less: 7000 Charges to Others						
FUNCTION COST:	\$ 51	\$ 244	\$ 427	\$ 288	\$ -	
REVENUES:						
CAPITAL:						
POSITIONS: FT/PT and Temp						
PUBLIC SECTOR ECONOMIC EFFECTS:						
2013-						

PRIVATE SECTOR ECONOMIC EFFECTS:

Prepared by: Herbert Wilden, Director Labor Relations

Telephone: 343-4571



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 692-2013

Meeting Date: December 3, 2013

1 **FROM: MAYOR**

2
3 **SUBJECT: A RESOLUTION APPROVING A COLLECTIVE**
4 **BARGAINING AGREEMENT BETWEEN THE**
5 **MUNICIPALITY OF ANCHORAGE AND THE**
6 **INTERNATIONAL UNION OF OPERATING ENGINEERS**
7 **LOCAL 302.**
8

9 The Municipality of Anchorage (MOA) and the International Union of Operating
10 Engineers Local 302 (L302) reached tentative agreement on a Collective Bargaining
11 Agreement (CBA) which was subsequently ratified by the L302 membership on
12 November 18, 2013. The new agreement contains economic changes as well as
13 significant language changes generally consistent with the MOA's policy toward
14 standardization and with the general direction established by the Assembly. The
15 following are key provisions of the agreement:
16

- 17 • The CBA term is three years and expires June 30, 2016.
- 18 • Effective the first full pay period on or after January 1, 2014 the hourly wage
19 rates will increase 1.5%, effective the first full pay period on or after January
20 1, 2015 the hourly wage rates will increase 1.5% and effective the first full
21 pay period on or after January 1, 2016 the hourly wage rates will increase
22 2.0%. L302 had a zero increase for 2013.
- 23 • The Performance Step Program is eliminated for employees hired on or after
24 July 1, 2013.
- 25 • The MOA benefit contribution to the Union's Health Insurance Trust has not
26 changed since July 1, 2010. A \$600 lump sum payment to employees will be
27 provided as compensation for the period July 1, 2013 to December 31, 2013.
28 Effective the first of the month following Assembly approval, the monthly
29 MOA medical contribution will be increased from \$1,116.00 to \$1,256.00 for
30 each eligible employee as a catch up based on plan experience. Effective
31 July 1, 2014 and July 1, 2015, the monthly MOA medical contribution for each
32 eligible employee to the Union's Health Insurance Trust will be increased by
33 up to the change in the Anchorage Medical CPI-U for the applicable annual
34 time period capped at 10% or up to an amount equal to the monthly
35 Municipality contribution as calculated for non-represented employees. The
36 actual contribution change will be dependent on the plan premium change.
- 37 • New language allowing lay offs due to managed competition was inserted
38 with a provision of 40 hours pay per year of service capped at 400 hours for
39 employees laid off due to managed competition. Prior language allowed no
40 lay offs due to outsourcing.

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- Seward’s Day was added as a holiday and the personal holiday was capped at 8 hours regardless of the scheduled shift.
- Super holidays were eliminated. Due to the complexity of calculating the potential saving, the overtime saving from this change was not included in the SEE.
- Effective the first full pay period on or after January 1, 2015 the per hour pension contribution to the Local 302 Pension Plan will increase by 25 cents to \$5.25 per hour.
- Leaves of Absence without pay were consolidated and reduced to a maximum of six (6) months during a twelve (12) month period with appropriate approval.
- Changes consistent with the new operating system were incorporated into the language.
- Article 3 on Hiring, Promotion and Demotion was reorganized for a better flow and modified for consistency with Anchorage Municipal Code.
- Language on call out, wait time and on call was clarified and consolidated from several sections.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION

Prepared by: Herbert Wilden, Director Labor Relations
Approved by: Nancy Usera, Director Employee Relations
Concur: Lucinda Mahoney, CFO
Concur: Dennis A. Wheeler, Municipal Attorney
Concur: George J. Vakalis, Municipal Manager
Respectfully submitted: Daniel A. Sullivan, Mayor

COLLECTIVE BARGAINING AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 302



&
MUNICIPALITY OF ANCHORAGE



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**ARTICLE 1
PREAMBLE**

This Agreement is made and entered into by and between the Municipality of Anchorage, hereinafter referred to as the "Municipality" or "MOA" and the International Union of Operating Engineers, Local 302, hereinafter referred to as the "Union."

ARTICLE 2 GENERAL PROVISIONS

Article 2.1 Purposes of Agreement

The purpose of this Agreement is to set forth the negotiated wages, hours and other terms and conditions of employment for Union represented employees, to promote the settlement of labor disagreements by conference, to provide for the resolution of unsettled grievances under this Agreement 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.

Article 2.2 Scope of Agreement

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

Article 2.3 Definitions

Article 2.3.1 Appointment

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

Article 2.3.2 Department

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

Article 2.3.3 Director

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

Article 2.3.4 Division

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

Article 2.3.5 **Emergency or Emergency Situation**

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

Article 2.3.6 **Immediate Family**

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

Article 2.3.7 **Anniversary Date**

Anniversary date means the day of the month following completion of the probationary period.

Article 2.3.8 **Night Shift**

A shift in which the majority of hours fall between 6:00 p.m. and 6:00 a.m.

Article 2.3.9 **Probation**

Status of an employee for a period of one hundred eighty (180) calendar days following the date of initial hire or initial employment in a different classification.

Article 2.3.10 **Full-Time Employee**

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

Article 2.3.11 **Seasonal Employee**

Seasonal Employees perform work for a period of time, not to exceed six (6) months in seasonal duration with an option to extend up to two (2) months with agreement of the

union. Such agreement will not be unreasonably withheld. Seasonal Employees perform work associated with the events of a particular season of the year.

Article 2.3.12 **Section**

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

Article 2.3.13 **Swing Shift**

A shift in which the majority of hours fall between at 3:00 p.m. and 3:00 a.m.

Article 2.3.14 **Temporary Employee**

Temporary employees are additional employees hired to augment the workforce whenever the workload temporarily creates a requirement for additional help, or in the event of an emergency or unanticipated situation, or to relieve regular employees during absences. Temporary employees may be used to fill full-time regular or temporary positions. The MOA shall not use temporary employees to circumvent the need for regular full-time employees.

Article 2.3.15 **Work Day**

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

Article 2.3.16 **Work Unit**

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

Article 2.3.17 **Work Week**

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

Article 2.4 **Applicability of Personnel Rules Ordinance**

To the extent where there is a conflict between this Agreement and the Personnel Rules (AMC 3.30), the provisions of this Agreement shall prevail. In the event this Agreement is silent or no conflict exists the Personnel Rules will be applicable. In the event that the agreement and the Personnel Rules are both silent, the parties agree to meet and confer.

Article 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.

Article 2.6 **Non-Discrimination**

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

Article 2.7 **Gender**

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

Article 2.8 **Plurality**

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

Article 2.9 **No Strike, No Lockout**

This Agreement is a guarantee by all parties that there will be no strikes, lockouts, work slowdowns or stoppages, picketing or other voluntary unauthorized work disruptions during the life of this Agreement. The Union further agrees not to sanction, aid, abet, encourage such activity during the life of this Agreement, and to undertake all reasonable means to prevent or terminate any such activity.

Article 2.10 **Management Rights**

Except as otherwise expressly provided in this Agreement, it is the right of the Municipality acting through its agencies to determine the standards of service to be offered by its agencies; determine the standards of selection for employment and job performance; direct its employees; take disciplinary action for just cause; maintain the efficiency of governmental operations, determine the methods, means, and personnel by which government operations are to be conducted; take all necessary actions to carry out its organization and the technology of performing its work; require overtime;

determine and enforce levels of productivity; establish and enforce work rules, policies or regulations required by federal or state law or court order; and take or direct any necessary actions in emergency situations, as defined in the Collective Bargaining Agreement.

Article 2.11 Employee Representative Rights

Article 2.11.1 General Rights

The parties acknowledge and agree that the Union has the right and obligation to fairly and diligently represent the legitimate employment interests of MOA employees who are members of the bargaining unit covered by this Agreement. The MOA agrees that it will not interfere with the Union and MOA employees. The MOA recognizes the right of a union to discipline members for violation of any union laws, rules or agreements. The Municipality agrees that it will not in any manner, directly or indirectly, attempt to interfere between any employees and the Union, and that it will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in union affairs, and that it will not discriminate against any employee because of union membership or lawful union activity. No worker shall be discriminated against for upholding union principles or for serving on a committee, and he shall not lose his position or be discriminated against for this reason. Any employee appointed or elected to office in the Union which requires all of his time shall not lose his established seniority with the MOA (seniority frozen) and shall be granted a leave of absence without pay for the duration of his term of office upon application. The MOA need not preserve the employee's position and will be obligated to return the employee only to a position in the department in which the employee was employed which is vacant and equal to or less than the position, which the employee vacated, and for which the employee is qualified. The right to return to a vacant position shall last for two (2) years from the commencement of the leave and shall be subordinate to any employment preference applicable to the position.

Article 2.11.2 Union Security

- A. The parties agree that it shall be a condition of continued employment that all employees of the MOA who are covered by this Agreement who are members in good standing of the union shall remain members in good standing and that those employees of the MOA who are covered by this Agreement who are not members in good standing of the union shall become and thereafter remain members in good standing on or before the thirty-first (31st) calendar day following the date of the employee's employment by the MOA or the effective date of this Agreement, whichever occurs later.
- B. The MOA will, fourteen (14) calendar days after receipt of a written request from the Union, terminate the employment of an employee who is alleged to have failed to maintain his membership in good standing as required herein. The request must be delivered to the MOA Director of Employee Relations or

designee, must state that the employee has failed to meet the membership requirements of this article 2.11.2, Union Security, and must request that the employee's employment be terminated.

- C. The Union agrees to indemnify, defend and save the MOA and its officers, agents and employees harmless from any liability or loss arising out of or in any way connected with termination of the employee's employment pursuant to the Union's written request. The Union may withdraw a termination request at any time before the expiration of the fourteen (14) day period by delivering a written withdrawal request to the MOA Director of Employee Relations or designee.

Article 2.11.3 Dues Check Off

The MOA will deduct from the wages of those employees who have signed a dues check off authorization form approved by the MOA, on a monthly basis, the regular dues and initiation fees owed by the employee to the Union as certified by the secretary of the Union. The forms being used by the parties on the effective date of this Agreement are approved. The MOA shall forward such dues and initiation fees to the Union by the fifteenth (15th) day of the month following the month in which said dues are checked off. The MOA shall use reasonable care in checking off and forwarding said dues and initiation fees but shall not be liable for any failure to do so other than an intentional, bad faith failure to forward said dues and initiation fees. The Union assumes all obligations and responsibility for the continued membership of their members and the collection of their dues.

Article 2.11.4 Stewards

The Union may appoint such stewards as are set forth below. All stewards shall be working stewards. As scheduled by management, a steward may spend a reasonable amount of time during working hours attending to union business within the department. The duties and activities of the shop steward shall include handling of complaints and grievances and administration of the Agreement. For these duties the shop steward's wages will be borne by the MOA and the hours worked in this capacity will be counted as hours worked for determining overtime eligibility. Stewards must document the time spent on union business on their timecards. The Union shall reimburse the Municipality for any payments made by the Municipality to a municipal employee for time spent performing services primarily for the Union and the Union representatives employed by the Municipality will maintain accurate time records which reflect the performance of such services. Shop stewards may use union leave, annual leave, or leave without pay (if union leave and annual leave have been exhausted), not to exceed two (2) days each year 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.

Recognized Stewards as listed:

Port of Anchorage	One Steward
Merrill Field	One Steward
Street Maintenance	Three Stewards at Kloop Station
Solid Waste Services	Two Stewards

Article 2.11.5 Visits to Employer Work Location

Non-employee Union representatives may visit only those MOA facilities or work locations occupied by employees, which the Union represents, and only on official business. Only Union business representatives may visit MOA property during working hours. Non-employee Union representatives may not visit such locations in connection with union elections or other internal union affairs. With regard to each visit, the Union must provide the department/agency head, or designee, which controls the location with reasonable advance notice of intent to visit and the notice must specify the reason for the visit. The visit may not interrupt, distract or interfere with the work of employees. The department/agency head may refuse to consent to the visit if it would unduly interfere with the work of employees or activities of the department or agency, or terminate the visit if it interferes with the work of employees or activities of the department or agency. If the visit is refused, the department/agency head must reschedule the visit at the earliest convenient time. Union representatives may conduct meetings on MOA premises only with the consent of the department/agency head and only with regard to official business affecting the MOA, its employees and the Union. Union representatives may conduct meetings of MOA employees during employee working time only with the express consent of the department/agency head whose employees would be affected.

Article 2.11.6 Administrative Notification

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

Article 2.11.7 Bulletin Boards

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

Article 2.11.8 Union Leave Bank for Union Business

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

Manager or designee in writing. The Union shall identify such designee(s) in writing. Time off on Union leave shall be scheduled with the employees' supervisor. Time off on Union leave for negotiation purposes shall count as hours worked for the purpose of determining overtime eligibility within the workweek.

The Municipality will maintain a Union Leave Bank to be managed by the Union. The account will be funded automatically by the Municipality in the amount of two (2) hour of annual leave from every regular union member on the second full pay period in January of each year. No deductions will be made in years in which the bank balance is in excess of 1000 hours. Granting of union leave will only require approval of the union. The Municipality of Anchorage will incur no additional cost as the result of union leave usage. At the request of the Union, the Municipality will provide an accounting of the leave balance in the bank.

Article 2.11.9 Jurisdictional Disputes

Disputes which arise between the Union and another Municipal union concerning representation of employees may be presented by the Union(s) to the Employee Relations Board for resolution.

Article 2.12 Exclusive Nature of Agreement

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

Article 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.

Article 2.14 Separability and Savings

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

Article 2.15 Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected by the

consolidation, merger, or change of ownership or management, of either party to this Agreement. This Agreement shall not be affected by any geographical relocation of the place of business of either party hereto.

Article 2.16 Productivity

The overriding consideration in the establishment of productivity standards is an honest day's work for an honest day's pay. Since the issue of assuring the community that they are receiving the best services for their tax dollars is of critical interest to both management and labor, labor recognizes that the establishment of such productivity improvements is the right and obligation of management. The Union will be informed in advance of any proposed change in productivity standards and given the opportunity to discuss the proposed change(s) with the MOA prior to implementation.

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

Article 2.17 Contracting Out

For the purposes of this Article, "contracting out" shall mean the procurement of goods and/or services by the MOA or any agency thereof from sources other than municipal employees. The Union recognizes that the Municipality has statutory and charter rights and obligations in contracting for matters relating to Municipal operations. The right of contracting or subcontracting is vested in the Municipality. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The Municipality further agrees that it will not lay off any employees of an agency, who have completed their probationary periods and have regular employee status, because of the exercise of its contracting or subcontracting rights within that agency, unless as the result of a contract approved by the Assembly under the Municipal Managed Competition Program ("Program"). Regular employees laid off as a result of the Program shall be paid a lump sum severance benefit of forty (40) hours of the employee's factored rate pay for every year of service if at least one (1) year of service has been completed at the time of lay-off. Severance pay will not exceed four hundred (400) hours.

Article 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 MOA. The parties further agree that any party to this Agreement may request, in writing delivered to the other party, that the parties confer within fourteen (14) calendar days after the date of delivery of the request, which request shall specify the matter to be discussed. Union requests to meet

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

Article 2.19 **Provisions of Seasonal Employees**

- A. Seasonal Employees are subject to Article 2.11.2, Union Security and Article 2.11.3, Dues Check Off.
- B. **Seasonal Re-Hire.** Absent an unsatisfactory performance rating, Seasonal Employees will have preferential opportunity for subsequent seasonal employment in the same department and classification if the seasonal vacancy exists in the following season. Re-hire of Seasonal Employees can be accomplished directly between the MOA and the re-hire candidate by name request through the Union hiring hall.
- C. **Grievances.** Seasonal Employees may file grievances up to and including Step II in the grievance process, if necessary seasonal employees may utilize mediation to resolve disputes after exhausting the grievance process except for disputes involving discipline and termination. Cost of mediation will be split evenly between the Municipality and the Union.
- D. **Wage Step Progression.** Seasonal Employees will advance from step to step upon completion of one hundred and eighty (180) calendar days thereafter, provided there is no break in service longer than one (1) year.
- E. **Holidays.** Seasonal Employees are entitled to recognized municipal holidays as provided in this Agreement so long as the employee works the normally scheduled work day immediately before and after the holiday. Seasonal Employees are not entitled to the floating personal holiday.
- F. **Other Provisions of the Agreement.** Seasonal Employees are eligible for overtime, call out, plow out and other weather related responses, and shift differential as specified in Article 5. Seasonal Employees are eligible for

additional work assignments in accordance with Article 3.8. Seasonal Employees are specifically excluded from participation in all other provisions of the Collective Bargaining Agreement between the parties unless expressly enumerated in this Article.

1. Seniority. If Seasonal Employees are hired directly into a regular fulltime position without a break in service, seniority shall begin as of their most recent hire date.

Union Retirement Fund Effective July 1, 2013, the Municipality shall contribute seventy five cents (\$0.75) per hour to the Locals 302 and 612, of the International Operating Engineers-Employers Construction Industry Retirement Fund on behalf of all Seasonal Employees subject to the provision of the Plan.

Probation does not apply to a seasonal position. Seasonal Employees are subject to summary removal. The MOA shall be the sole judge of a worker's ability, qualifications, competence, and performance.

Article 2.20 Provisions of Temporary Employees

- A. **Length of Temporary Employment:** A Temporary Employee may be hired for a period not to exceed six (6) months in any twelve (12) month period; whether or not the time is continuous.
- B. **Extension of Temporary Employment.** The duration of a temporary employees' employment may be extended for an additional ninety (90) days when the Director of Employee Relations determines and the Union agrees that exceptional circumstances exist. Agreement by the Union shall not be unreasonably withheld; for example under such circumstances where a temporary employee was hired for a specific project and for unforeseen reasons the project cannot be completed within the six (6) month period.
- C. **Temporary Hire Process:** The Municipality agrees to hire Temporary Employees in accordance with Article 3.
- D. **Other Provisions of the Agreement.** Temporary Employees shall be paid the hourly wage rate for the classification in which they are working. Temporary employees are eligible for overtime and shift differential as specified in Article 5. Temporary Employees are eligible for additional work assignments in accordance with Article 3.8. Temporary Employees are specifically excluded from participation in all other provisions of the Collective Bargaining Agreement between the parties unless expressly enumerated in this Article.
- E. Temporary Employees are subject to Article 2.11.2, Union Security and Article 2.11.3, Dues Check Off.

- F. All temporary employees shall be paid at Step 2 within the appropriate classification pay range.
- G. Probation does not apply to an appointment to a temporary position and an employee so appointed is subject to summary removal for any reason or for no reason. The MOA shall be the sole judge of a worker's ability, qualifications, competence, and performance.

ARTICLE 3 EMPLOYMENT

Article 3.1 Types of Positions

The different types of positions are regular, temporary, and seasonal.

Article 3.2 Filling Vacant Positions

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

Article 3.3 Position Vacancy Announcements

- A. Contents: When recruiting for a vacant position, the position vacancy announcement shall include the classification title, pay grade and salary, description of the work to be performed, minimum qualifications, and other relevant information.
- B. Advertising: Position vacancy announcements shall be advertised as follows:
- C. Union Dispatch: The Union shall maintain a hiring hall and refer qualified applicants to the MOA when requested. The MOA agrees to use the hiring hall to obtain qualified workers necessary to fill classifications covered by this Agreement.
- D. When the MOA requests qualified applicants from the Union, the Union shall have forty-eight (48) hours (excluding Saturday, Sunday, and recognized holidays) to refer qualified applicants to the MOA.
- E. Concurrent advertising. In an effort to maximize efficiencies, the MOA may advertise position vacancies internally and concurrently with the Union and other external sources. However, the MOA shall give priority consideration to internal applicants first and then to Union referred applicants. The MOA may consider other applicants only if all internal and Union referred applicants have been rejected. The agency shall not be provided other applicants until internal and union referral applicants have been rejected.
- F. The Municipality shall furnish to the Union, each month, the name(s) of any employees hired, promoted, or demoted, the classification and date of hire or change in status. All employees hired by the Municipality, regardless of the

source of the referral, must provide the Municipality with a dispatch from the Union prior to the employee's start date.

Article 3.4 **Applicant Examination**

- A. Eligibility. To be eligible for consideration, applicants must apply during the advertised recruitment period, meet the minimum qualifications and pass any job related examinations.
- B. Disqualification: The MOA retains the right to reject any job applicant. Should the MOA reject any applicant, the reason shall be given in writing to the Union upon request. Applicants may be disqualified by the Director or designee for the following, but not limited to:
 - 1. Did not apply during the recruitment period;
 - 2. Does not meet the minimum qualifications for the posted position;
 - 3. Application is incomplete or inaccurate;
 - 4. Is ineligible for hire/rehire by the MOA;
 - 5. Convicted of any crime involving moral turpitude within the last seven years;
 - 6. For positions that require driving, not meeting the minimum standards for driving convictions;
 - 7. The employee's overall evaluation within the last 12 months was not at least satisfactory; and/or
 - 8. Disciplinary action (other than an oral reprimand) within the last 12 months from date of acceptance of position.

Article 3.5 **Preference for Selection**

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

- A. Legally mandated placement or reinstatement
- B. Transfer or demotion in lieu of layoff
- C. Recall from layoff, within two years
- D. Demotion for disciplinary reasons

E. Transfers

F. Promotions

G. Hire or rehire

Article 3.6 **Selection**

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

Article 3.7 **Probation**

A. Duration

1. Hire or Rehire. Employees who are hired or rehired into regular positions shall be subject to a probationary period. The probation period is one hundred and eighty (180) calendar days.
2. Transfer. When an employee transfers to a position in the same agency in the same classification, no probationary period shall be served. Employees transferring to a different classification at the same pay grade in the agency shall be required to serve a one hundred and eighty (180) calendar day probation period. An employee who has not completed their probation shall complete the one hundred and eighty (180) calendar day probation in the new position. Employees who transfer to a position in a different agency shall be required to serve a one hundred and eighty (180) calendar day probation period.
3. Promotion. Employees who are promoted shall be subject to a probationary period. The probation period is one hundred and eighty (180) calendar days.
4. Demotion. Employees who are demoted shall be subject to a probationary period. The probation period is one hundred and eighty (180) calendar days. When an employee is demoted to a position in a classification where the employee previously held regular status, no probationary period shall be served, except in the case of demotion for disciplinary reasons.
5. Recall from layoff. Employees who have been recalled from layoff shall be required to complete any probation that was not completed prior to layoff. If the employee is recalled to a position in a classification that they have not previously held, a probation period shall be served. The probation period is one hundred and eighty (180) calendar days.
6. Reallocation of Position. The employee in a reallocated position, whether by reclassification or range change, shall not serve a new probationary period.

In cases where the employee is on probation, they shall be required to complete the probation.

B. Status Upon Completion of Probation

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

C. Probation Extension

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

D. Probation Separation

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

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

Article 3.8 Types of Additional Work Assignments

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

1. Regular employees shall have priority to work temporarily in higher level classifications before hiring seasonal employees.

2. Employees who are temporarily assigned to perform work two (2) or more consecutive hours in a higher classification shall receive step one (1) in the higher classification or five (5) percent above their factored rate of pay whichever is greater. The employee's current base rate is utilized in determining if step (1) one in the higher classification is at least five (5) percent.
 3. Employees who are temporarily assigned to perform work in a lower classification shall be compensated at their factored rate of pay for all hours worked.
 4. Employees who are assigned work in a higher classification for training purposes shall not be entitled to additional compensation. Only employees who are the sole operator and their performance is not being monitored are eligible for additional compensation.
 5. The MOA shall assign an employee to perform the duties of working foremen or leadman when the regularly assigned working foreman or leadman is on leave or unavailable to perform their duty for at least two (2) hours, unless operational needs make the assignment unnecessary.
- B. Acting Assignment: Employee is temporarily assigned to act in a non-represented or executive level position.
1. When an employee is temporarily assigned to work two (2) or more consecutive hours in a non-represented or executive position they shall receive five (5) percent above their factored rate of pay.

Article 3.9 **Filling Vacancies**

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

- A. Transfer. Transfer is the lateral movement from one regular position to another regular position in the same class, a different class, a parallel class at the same grade or the same pay grade without a break in service. Temporary and Seasonal employees may only transfer to other Temporary or Seasonal positions.
1. Voluntary. The employee may request a transfer to a vacant position within their agency or to a different agency. The employee shall submit a written request to their agency head. The agency head shall forward the request along with a recommendation to the Director for approval. The employee must meet the qualifications and if applicable, have an acceptable driving record for the position. When the employee is

requesting a transfer to a different agency, the Director will consult with the agency head.

2. Involuntary. The employee may be transferred to a vacant position within their agency or a different agency for an operational need without the consent of the employee with the approval of the Director. The employee must meet the qualifications and if applicable, have an acceptable driving record for the position. The employee shall receive at least two weeks notice, unless good reason exists which prevents notice or the employee waives the notice.
- B. Promotion. Promotion is the advancement of an employee from a position in a lower salary grade. Whenever practicable and in the best interest of the MOA, positions shall be filled by promotion.
1. Promotion Factors:
 - a) Employees must apply during the recruitment period;
 - b) Employee must meet the qualifications and if applicable, have an acceptable driving record;
 - c) Successfully complete interview process and when applicable, pass job related examination(s); and
 - d) Length of service will be use if all other factors are equal.
- C. Demotion. Demotion is the movement of an employee to a position in a lower salary grade.
1. Voluntary. The employee may request to voluntarily demote into a position through a written request or through a recruitment effort. Employees must meet the minimum qualifications, have an acceptable driving record, and successfully complete any examinations and/or testing.
 2. Involuntary. The employee may be demoted as a result of disciplinary actions or in lieu of layoff.
- D. Recall From Layoff. Laid off employees shall have two (2) years recall rights within the agency from which they were laid off. Recall from layoff shall be in order of seniority. An employee who has been laid off may be recalled to a position at the same pay grade or lower grade from which they were laid off. The employee must meet the minimum qualifications and any pre-employment criteria of the position for which they are being recalled.
- E. Notice to Employee. The employee will be notified in writing of any changes in status including pay step, anniversary date, length of service date and requirement for serving a probationary period.

Article 3.10 **Seniority**

- A. Regular full-time employees shall be on a Municipal seniority list. This seniority shall be measured from the original date of hire or rehire date for an employee who remains continuously employed. This seniority is utilized for layoff and recall from layoff.
- B. The Municipality shall provide to the Union current seniority lists upon request. The lists will be posted by the Municipality at each department.
- C. If any employees share the same hire or rehire date, the tie shall be broken by applying the Union seniority tie-breaker formula in Appendix B.
- D. Seniority is terminated when the employee is no longer employed.
- E. Seniority will be re-established when the employee is recalled from layoff. The employee's seniority will be adjusted for the time period in which the employee was laid off.
- F. Seniority rights within the Union shall be preserved with no loss of time, if within six (6) months of the date of promotion to a supervisory position outside the bargaining unit the employee returns to the employee's former classification. During this period the employee must remain in good standing with the Union.

Article 3.11 **Layoff**

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

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

- 1. The employee shall be offered a vacant position at the same pay grade within the agency for which the employee qualifies.
- 2. The employee may elect to bump an employee who has less seniority in the same classification within the agency.

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

C. Eligibility for Recall

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

Article 3.12 Evaluation of Employees

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

Article 3.13 Work by Non-Employees

The MOA may use the services of volunteers, without violation of this Agreement. The Union shall join the MOA in encouraging citizen involvement in the betterment of Anchorage. The MOA will notify the Union before volunteers are utilized. Volunteers will only be utilized to perform incidental bargaining unit work. The use of volunteers shall not directly cause the layoff of any bargaining unit member.

ARTICLE 4 HOLIDAYS AND LEAVE

Article 4.1 Recognized Holidays

New Year's Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
President's Day (third Monday in February)
Seward's Day (last Monday in March)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day After Thanksgiving
Christmas Day (December 25)
One (1) Personal Holiday (Refer to 4.1.2)

Article 4.1.2 Personal Holiday

Employees that accrued one (1) personal holiday in 2013 must use the personal holiday in a one (1) work day increment prior to December 31, 2013 or forfeit the personal holiday accrued.

Effective January 1, 2014, and each January 1 thereafter, regular full time employees shall receive eight (8) hours of non-cashable annual leave as a personal holiday.

The personal holiday has no cash value.

Article 4.2 Holiday During Annual or Sick Leave

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

Article 4.2.1 Holiday Falling on a Regular Day Off

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

For employees working a modified work schedule (such as a 4/10 schedule), when the recognized holiday falls on the employee's first or second day off, the preceding, scheduled workday shall be observed as the holiday. When the recognized holiday falls on the employee's third day off, the succeeding scheduled workday shall be observed as the holiday.

Article 4.2.2 **Forfeiture of Holiday Pay**

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

Article 4.2.3 **Holiday Pay**

- A. Except as modified by paragraph B below, full-time employees shall be paid eight (8) hours of pay at their factored rate of pay as holiday pay for each recognized holiday.
- B. If a full time employee on an alternate schedule i.e. ten (10) or twelve (12) hour day's works on a holiday, the employee will receive factored rate of pay for the hours worked and is entitled to ten (10) or twelve (12) hours of holiday pay.
- C. If a full time employee is working an alternate schedule and does not work on the holiday, that employee will be entitled to holiday pay equal to his or her scheduled hours for that day i.e. if a full time employee on a ten (10) or twelve (12) hour schedule does not work a holiday, that employee will be entitled to ten (10) or twelve (12) hours of holiday pay.
- D. In addition to holiday pay an employee shall be paid for work performed on a recognized holiday at the factored straight-time rate unless the employee is eligible to receive overtime pay in the manner stated by Article 5.3.

Article 4.3 **Paid and Unpaid Time Off**

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

Article 4.3.1 **Accrual of Annual Leave**

A. Annual Leave Accrual Rate

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

11+ years of service - 12.5 hours per pay period

2. Beginning the first full pay period on or after Assembly approval, full-time employees hired after June 30, 1991, shall accrue leave at the following rates:

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	-	9.23 hours per pay period
11 + years of service	-	11.85 hours per pay period
20+ years of service	-	12.5 hours per pay period

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

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

B. Annual Leave Accrual While on Leave

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

C. Annual Leave Accrual Limits

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

D. Sick Leave Accumulation

Sick leave does not accrue separately, like annual leave, on a regular basis; it accumulates through conversion of excess of hours of annual leave to sick leave as of the first pay period of the new calendar year.

Article 4.3.2 **Regular use of Annual Leave**

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

B. Every calendar year, full-time employees must take at least eighty (80) hours of annual leave must which be taken each year 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 their date of hire. Employees who fail to take the full eighty (80) hours of annual leave shall be considered to have forfeited those hours to the Union Leave Bank. The difference between the hours taken and eighty (80) hours shall be subtracted from the employees' annual leave accounts at the end of the year and deposited in the Union leave bank. Forfeited hours shall be donated to the Union Leave Bank. The difference between the hours taken and eighty (80) prorated hours shall be subtracted from the employees' annual leave account at the first pay period of the new calendar 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 leave.

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

D. Donation of Leave

An employee may donate cashable annual leave to a fellow employee who is qualified under the MOA's Leave Donation Program.

E. Leave Used for Travel Outside the State

Leave requests submitted for travel outside of the state shall be submitted by the employee no less than six (6) weeks prior to the scheduled date of travel. The

employee shall designate on the leave request that travel outside the state is scheduled. Each leave request shall be processed as follows:

1. The Agency Head or his designee shall either approve or disapprove the requested leave not less than thirty (30) days before the schedule date of travel.
2. Except in case of emergency, if the Agency Head or his designee subsequently cancels leave previously approved for the purpose of travel outside the state, the MOA agrees to reimburse the effected employee for airline rescheduling fees in the pay period following the receipt of appropriate documentation.

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

A. Cash-In

1. All hours of cashable annual leave in excess of 480, unless converted to cashable sick leave under Subsection (B) below, shall be paid in cash to the employee on the first pay period of the new calendar year.
2. Subject to the availability of cash and normal budgetary limitations, cash in lieu of accrued cashable annual leave may be obtained twice each calendar year by submitting a request in writing to the employees' Agency Head provided the employee retains at least eighty (80) hours of annual leave in his or her annual leave account following cash payment.

B. Sick Leave Conversion

Upon the written request of the employee prior to the last full pay period of the calendar 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.

C. Annual Leave at Termination

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

Article 4.4 **Cash Value of Accrued Leave**

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

- B. Upon termination for any reason, employees shall be entitled to payment for their unused annual leave balance based on their factored rate of pay at the time of termination.
- C. Cashable sick leave available under 4.3.3 B shall be paid to employees based on the factored rate of pay at time of cash in or usage.
- D. Non-cashable annual leave cannot be converted to cash nor can it be used for leave donation purposes.

Article 4.5 **Bereavement Leave**

A regular, full-time employee shall be granted three working days of paid bereavement leave for a deceased immediate family member while in Alaska, or four consecutive working days if travel out of state is required. Such leave shall not be deducted from the employee's leave account.

At the employee's request, annual leave may be approved for up to fourteen (14) more calendar days under this article.

Article 4.6 **Blood Donation Leave**

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

Article 4.7 **Court Leave**

- A. Employees called for jury duty shall be treated as being on approved paid court leave. Service in court when subpoenaed as a witness for the Municipality or to testify as an expert witness in a matter relating to their position with the Municipality or to testify in a matter directly related or as a result of their employment with the Municipality will be treated the same as jury duty. Fees paid by the court, other than those for an employee's appearance at any time outside the employee's regularly scheduled shift, for travel, parking and subsistence allowances, shall be treated in accordance with Municipal policy.
- B. An employee shall provide the agency head with a copy of a notice of call for jury duty immediately upon receipt by the employee. When excused or released from jury duty for the day, the employee shall return to work immediately, allowing for delay for the period of time reasonably necessary to travel to and from home to change into work clothing. Reasonably necessary paid time is not to exceed forty-five (45) minutes.
- C. Employees on swing or night shifts shall be assigned to a day shift during the period of time when required to call in for jury duty, while seated on a jury, or when subpoenaed.

- D. Employees shall be paid their factored rate of pay for any time they are scheduled to work and are required to report to jury duty.

Article 4.8 Military Training/Duty Leave

A. Any regular employee who is ordered to report to active duty training or active duty in the Army, Navy, Air Force, Coast Guard, Marine Corps, National Guard or organized military reserves of the United States shall be allowed up to fifteen (15) working days leave per calendar year for such purpose. During such leave, employees shall be paid the difference in their factored rate of pay and their military pay. Such military 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.

B. Military leave without pay.

1. An employee ordered to active military duty shall upon request be entitled to up to four years of military leave without pay for the purpose of fulfilling the employee's military commitment. An employee so ordered may request up to a one-year extension if the employee's military commitment exceeds four years.
2. An employee placed on leave without pay under this subsection will:
 - a) Remain a Municipal employee.
 - b) Be reinstated in accordance with Article 3.
 - c) Have the opportunity to purchase health insurance in accordance with the health plan and federal and state law.
 - d) May elect to use paid annual leave or elect leave without pay.
3. A reinstated employee shall be reemployed in such a manner as to give the employee such status in employment as the employee would have enjoyed if the employee had continued in that employment.
4. An employee placed on military leave without pay may be replaced by temporary or substitute employees, depending on the needs of the agency and the anticipated duration of the leave.
5. To the extent that an employee is guaranteed rights under federal or state law which exceed the benefits contained in this subsection, the applicable law will apply.

Article 4.9 **Injury Leave**

Article 4.9.1 **Eligibility**

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

Article 4.9.2 **Period of eligibility**

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

Article 4.9.3 **Light duty**

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

Article 4.9.4 **Medical appointments**

An employee on light duty who is working full time is encouraged to schedule doctor's appointments during off hours. If an employee is unable to schedule injury related medical appointments during non-work hours, the employee shall be released from work for no more than two (2) hours per week, including travel time, for one (1) year from the date of the original injury. The employee shall not be charged leave for those two (2) hours per week. The employee shall return to work for the remainder of the shift following the medical appointment.

Article 4.9.5 **Health and insurance benefits**

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

Article 4.9.6 **Waiting Period**

An employee may elect to use the employee's paid leave or leave without pay to satisfy the three day waiting period requirements of the Alaska State Workers' Compensation Act. During periods of time loss benefits the employee will be placed on a worker compensation leave without pay status.

Article 4.10 **Leave Without Pay**

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

Article 4.12 provides for family leave, which must be approved pursuant to AS23.10.500-23.10.550 and Public Law 103-3. Additional periods of leave without pay directly following family leave may be requested by an employee and may be approved by the director upon recommendation of the agency head. The periods of unpaid family leave will count toward the maximum periods of leave without pay available under this article.

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

Article 4.10.1 **Requirements**

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

The employee has stated a legitimate reason to support the leave;

1. The agency certifies that the agency is able to perform adequately if the leave is granted;
2. The employee has exhausted paid leave accounts;
3. The initial leave is granted for no more than ninety (90) calendar days, with the possibility of one (1) extension for an additional ninety (90) calendar days upon the same conditions; and
4. For periods over thirty (30) consecutive days, the employee may be eligible to receive medical and life insurance benefits in accordance with the applicable Plan.

Article 4.10.2 Replacement of Employee on Leave Without Pay

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

Article 4.11 Programmed Leave Without Pay

- A. Requirements: If an agency head suspends the work performed by an employee for more than one (1) week, but no more than eight (8) work weeks in a calendar year, the employee may choose to be laid off pursuant to Article 3.11 of this Agreement, or to take programmed leave without pay, if that option is offered by the Director of Employee Relations, or designee. An employee who is on programmed leave without pay may choose to use annual leave for any portion of that leave.
- B. Duration: No more than sixty (60) days of programmed leave without pay shall be available pursuant to any one suspension of work by an agency head.
- C. Benefits: An employee on programmed leave without pay shall continue to receive life and health insurance coverage, as determined by the Director of Employee Relations, or designee, but annual leave shall not accrue during that time.
- D. No Employee Replacement: No employee on programmed leave without pay shall be replaced at any time by reason of such leave, nor shall the work of his or her position be assigned to another employee.

Article 4.12 Family Leave

It is the policy of the Municipality to comply with the provisions of the Alaska Family Leave Act (AFLA) (AS 23.10.500 - .550) and the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3). Leave as described in FMLA, AFLA, or both is referred herein as family leave.

Article 4.12.1 Family Leave Requirements

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

Article 4.12.2 Coordination with Other Leave

- A. Employees requesting Family Leave shall first exhaust their eligible paid leave before utilizing leave without pay. However, at the employee's discretion, a

maximum of forty (40) hours of accrued annual leave may remain in the employee's leave account.

- B. Occupational injury/illness leave is considered family leave if it is a serious health condition that makes the employee unable to perform the function of the job.
- C. Employees who have exhausted their Family Leave may request leave without pay under the provisions of sections 4.11. The leave without pay may be requested by an employee and may be approved by the director upon recommendation of the agency head. The period of family leave will count toward the maximum periods of leave without pay available.

Eligible paid leave includes the following: Cashable annual leave, cashable sick, and non cashable annual.

Article 4.12.3 **Benefit Entitlement**

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

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

Employees on family leave may be replaced by temporary, seasonal or full time employee(s) depending on the needs of the agency and the duration of the family leave. Employees shall resume their positions upon completion of family leave.

Article 4.13 **Unauthorized Absences**

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

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 act.

ARTICLE 5 COMPENSATION

Article 5.1 Wage Rates

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

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

- A. Upon approval of this Agreement by the Assembly, all regular employees shall receive a lump sum payment of six hundred dollars (\$600.00) to be paid in 2013.
- B. Effective the first full pay period on or after January 1, 2014, the hourly wage rates shall reflect an increase of one and one-half percent (1.5%) as specified in Article 11.2.
- C. Effective the first full pay period on or after January 1, 2015, the hourly wage rates shall reflect an increase of one and one-half percent (1.5%) as specified in Article 11.3.
- D. Effective the first full pay period on or after January 1, 2016, the hourly wage rates shall reflect an increase of two percent (2%) as specified in Article 11.4.

Article 5.2 Starting Rate on Initial Employment

- A. Original appointment to any position shall be made at the entrance rate, and advancement from the entrance rate to the maximum rate within a pay range shall be by successive steps. Upon recommendation of the Agency Head, the Director may approve initial compensation at a rate higher than the entrance rate in the range for the class when the needs of the service make such action necessary, provided that any such exception is based on the applicant's experience and ability over and above the qualification requirements specified for the class, or if a critical shortage of applicants exists. Such approval shall be made in writing prior to appointment.
- B. 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 class to which his position is allocated. The probationary period may be extended and probationary increase withheld until successful completion of probation. Exceptions are:
 - 1. Where this Agreement specifies elsewhere that no probationary increase shall result; or

2. Where employees are promoted, appointed, or reappointed at the maximum step.
- C. 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 anniversary date shall remain unchanged.

Article 5.3 **Overtime Pay**

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

Article 5.3.1 **Overtime**

A. Policy

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

B. Overtime Rotation

Where the requirement to work overtime can be reasonably anticipated and scheduled, such overtime shall initially be offered on a rotating basis to qualified employees who have signed a volunteer list by classification at each work unit. Seasonal and Temporary employees will be placed at the bottom of the list in order of seniority.

Where necessary to maintain crew integrity, overtime shall initially be offered on a rotating basis to qualified employees by classification within each crew in order of seniority. Management shall determine if an employee is qualified. If no individuals accept the overtime then a qualified employee shall be assigned in inverse seniority within the crew in which the overtime occurs.

Undesired overtime shall be assigned in inverse order by seniority by classification. The employer's obligation in assigning overtime off the volunteer list is limited to calling the employee first at work, if the employee is on duty, and then at the employee's home or at a single contact number, which has been provided by the employee. An employee on leave or at work shall not lose their position on the voluntary overtime rotation list. Overtime work, which is continuous with the regular work assignment, need not be separated from the assignment. For call out overtime in emergency situations, preference shall be

given to qualified employees on the volunteer list. If no individuals are available, qualified employees shall be assigned by the employer, as necessary.

C. Hours Calculation for Overtime Eligibility

The hours compensated as court leave, official union business and hours paid as holiday pay for the New Year's Day, Independence Day, Memorial Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas holidays, shall be counted as hours worked for the purpose of determining eligibility for overtime pay in the work week in which these events fall.

Effective the first full pay period following Assembly approval employees will no longer be eligible under this section.

D. Exception Shifts

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

Article 5.3.2 **Solid Waste Services Overtime Rotation**

List A: CTS

This list will be used when determining overtime rotation at the Central Transfer Station. It shall be made up of all "Regular Full Time" employees by classification who work in the Transfer Station Operation in order of seniority. "Seasonal" and "Temporary" employees will be placed at the bottom of the list in order of seniority.

List B: ARL

This list will be used when determining overtime rotation at the ARL. It shall be made up of all "Regular Full Time" employees by classification who work in the Landfill Operations in order of seniority. "Seasonal" and "Temporary" employees will be placed at the bottom of the list in order of seniority.

List C: CTS and ARL

This list shall be made up of ALL employees, regardless of classification from SWS Disposal (CTS and ARL) in order of seniority. "Seasonal" and "Temporary" employees will be placed at the bottom of the list. Supervisors shall determine if an employee possesses the necessary qualifications for the task the employee is needed for. However if the employee already performs the duties of the position needed, they shall be deemed qualified.

List A and List B shall be exhausted prior to moving to List C.

Article 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.

Article 5.5 **Longevity Pay**

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

Article 5.5.1 **Length of Service**

The length of service for an employee who remains continuously employed by the Municipality shall be measured from the date of the employee's most recent date of hire for municipal employment and used to compute leave accrual rate, longevity/Service Recognition pay entitlement, and seniority excluding:

1. Every day between the employee's layoff date and recall date with the Municipality.
2. Time spent by the employee in a seasonal or temporary position unless that employee moved directly from such seasonal or temporary position to a regular position without a break in service.

Article 5.5.2 **Longevity Pay Rates**

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

Article 5.5.3 **Longevity Continuation**

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

Article 5.6 **Service Recognition and Performance Step Programs**

Regular employees hired/rehired on or after July 1, 2013 are not eligible for Service Recognition (SRP) or Performance Step Program (PSP) pay.

Regular employees hired prior to July 1, 2013 are eligible for PSP pursuant to Article 5.6.2.

Article 5.6.1 **Service Recognition**

Service Recognition pay is additional pay for length of continuous service. The Service Recognition Program will freeze effective December 31, 2008. Those employees qualifying for service recognition pay on December 31, 2008 shall continue to receive that level of pay, but will not continue to advance to any additional steps, if applicable.

Regular employees hired on or after January 1, 1981, may be eligible to receive Service Recognition pay. Employees receiving Service Recognition pay as of December 31, 2008 shall continue to be eligible unless they resign, are laid off, for longer than one (1) year without reemployment, or are discharged for cause.

Service Recognition pay will be paid only to employees who were receiving Service Recognition pay prior to January 1, 2009, shall be:

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

Article 5.6.2 **Performance Step Program**

Regular employees who were hired on or before January 1, 1981 who are entitled to longevity pay will not be eligible for additional step increases through the PSP. If employees receiving service recognition pay choose to participate in the PSP, their pay shall be adjusted to reflect the difference between the SRP and the PSP once the PSP criteria has been obtained.

Effective January 1, 2009, regular employees hired prior to July 1, 2013 are eligible to participate in the PSP pursuant to the following requirements and shall be required to meet the criteria to obtain steps 5 and 6:

1. Participation begins only after an employee has reached step 4 on the pay schedule.
2. Employees must complete eight (8) cumulative quarters successfully for each step.

3. Eligible employee may begin the program at the start of the next quarter after meeting eligibility requirements.
4. Employees shall notify their department head or designee of their intention to begin the program.
5. Each quarter shall be signed off by the supervisor and the employee to reflect satisfactory or unsatisfactory completion of the quarter.

Successful completion of the following shall be deemed as having met the criteria to advance:

1. Safety
 - a) No preventable accidents, preventable incidents, moving violations, or citations on the job not due to equipment malfunction.
 - b) Attends a minimum of two (2) safety meetings per quarter.
 - c) No violations of departmental safety rules.
2. Reliability & Dependability
 - a) Punctuality.
 - b) No more than three (3) non-scheduled days of leave absence per quarter, not to exceed nine (9) days in a twelve (12) month period.
3. Departmental Policy and Procedures
 - a) Failure to adhere to vehicle and equipment inspections.
 - b) No documentation of disciplinary action.

Upon the successful completion of eight (8) quarters, an employee shall be eligible to receive performance pay in the amount of six and one-half percent (6.5%) of the base rate of pay or their current SRP, whichever is greater. The employee shall then be eligible to enter into the second step of the PSP.

Upon the successful completion of eight (8) additional quarters in the second step of the PSP, an employee shall be eligible to receive performance pay in the amount of an additional six and one-half percent (6.5%) of the rate of pay for a total combined SRP and PSP pay and of thirteen percent (13%) above the base rate of pay.

Service Recognition Pay (SRP)	Performance Step 1: 6.5% (PSP)	Performance Step 2: 6.5% (PSP)	Total Service Recognition and Performance Step Pay
No SRP	6.5% PSP	6.5% PSP	13%
3.5 % SRP	3.0% PSP	6.5% PSP	13%
7.0% SRP	0% PSP	6.0% PSP	13%
10.5% SRP	0% PSP	2.5% PSP	13%

Final approval for granting the performance step is made by the department head in consultation with his senior executive.

The decision is not grievable, however it is appealable. A committee of two (2) bargaining unit members selected by the Union and two (2) Management members shall be formed as an appeal committee. The appeal committee shall attempt to resolve any appeals made by an employee who is alleged to have not met the criteria during any quarter. Appeals shall be filed and heard in an expeditious manner. If the committee is unable to resolve the matter to the employee's satisfaction, the appeal shall be heard by the Union business representative and the Employee Relations Director or designee. If the employee is not satisfied with the findings of the business representative and Employee Relations Director, the final appeal shall be to the Senior Executive overseeing that department. The decision by the senior executive is final and is not grievable under the terms of this Section.

Article 5.7 **Standby**

When an employee must remain available to be called out to work on short notice.

No employee shall be in standby status unless scheduled for such by the MOA. The rules and requirements applicable to employees in standby status shall be determined by the management of the department within which the on-call employee is employed. Standby assignments will be made on a rotation basis from a list established by the MOA. Employees who are in standby status at the direction of the MOA shall be paid two (2) hours of pay at their factored straight time rate for each calendar day or portion thereof spent in standby status. Time spent in standby status does not count as hours worked for the purposes of determining overtime eligibility within the workweek.

Article 5.8 **Call Out**

When employees are called in to work to perform unscheduled work after they have completed (clocked out) their scheduled shift and prior to the start of their next scheduled shift.

All call outs shall be assigned by the MOA.

An employee who is working in call out status shall be compensated at one and one-half (1½) times the factored rate of pay for all hours worked with a guarantee of at least four (4) hours of pay at the factored straight time rate for each call out. If the employee has completed their call out and is then called out again during the four (4) hours window which starts when the employee reports to the job site, then it is considered the same call out. The employee would not be entitled to an additional four (4) hour guarantee, only payment for hours worked at one and one-half (1½) times their factored rate of pay. The MOA agrees not to use shift change language to avoid paying call out pay.

Article 5.8.1 **Plow Out and Other Weather Related Responses**

If an employee is called to return to the work hours on the days an employee is not scheduled to work, the employee shall be compensated at one and one-half (1½) times the factored rate of pay for all hours worked on the first day. Subsequent days will be paid at the factored straight time rate until forty (40) hours of straight time have been worked.

Article 5.9 **Wait Time**

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.

Employees in wait time status shall continue to be paid at the rate in effect prior to wait time.

Article 5.10 **Travel Pay**

Employees performing work related travel at the direction of the MOA shall be compensated and/or reimbursed as specified in MOA Policy and Procedure 68-1, Employee Travel Approval, Travel Expenses and Per Diem.

Article 5.11 **Meal Allowance**

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

Effective the first full pay period after assembly approval, and thereafter, no employees will be eligible for meal allowances under this Article.

Article 5.12 **Deductions From Pay**

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

Article 5.13 **Guaranteed Relief**

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

Article 5.14 Reclassification Request

If the Union believes that an employee is consistently performing work in a different or higher established classification the Union may request for reclassification. At the request of the Union, the parties will meet to discuss the employee's reclassification. If agreement is not reached between the Union and Agency Head or designee, the matter shall be referred to the Director for resolution. The employee and the Union will be advised in writing on the disposition of the request. The disposition is not subject to the grievance process.

Article 5.15 Pay Day and Pay Time

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

Article 5.16 Errors in Pay

There shall be no liability on the part of the Municipality with regard to the preparation and delivery of paychecks other than for intentional misconduct. The Municipality will reimburse an employee for any proven loss suffered by the employee as a result of intentional misconduct in the preparation and delivery of the employee's paycheck.

An error in pay is defined as a discrepancy between the timecard submitted and actual hours paid for pay period. Errors in pay will be corrected by the Municipality by the next payday after the error in pay is verified and confirmed by Central Payroll. Failure of the Municipality to correct confirmed errors in pay by the next payday then the employee shall receive eight (8) hours pay of straight time pay at their factored rate of pay for each day after the payday during which the error in pay remains uncorrected. After review of the error in pay documentation by Central Payroll, if there be a disagreement on whether an error in pay actually occurred the grievance procedure shall be utilized for resolution and the employee shall not be eligible for additional compensation as stated above.

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.

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

Article 5.17 Mid-Term Classification Changes

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

The employer's decision to create a new classification is not subject to the grievance process.

ARTICLE 6 BENEFITS

Article 6.1 Health & Welfare Program

A. Health and Welfare Plan

The Municipality agrees contribute to the Local 302/612 International Union of Operating Engineers Construction Industry Health and Security Fund (Fund) for the purpose of providing certain health and welfare benefits to eligible employees.

B. Eligibility

Full time employees are eligible to participate in health, life and disability programs subject to the terms and conditions of the plan booklet provided by the Fund.

C. Municipal and Employee Contributions

Effective the first of the month following Assembly approval, and continuing the first (1st) of each month thereafter, the Municipality of Anchorage shall change the monthly contribution for each eligible employee to one thousand two hundred fifty six dollars (\$1,256).

Effective July 1, 2014, and continuing the first (1st) of each month thereafter, the Municipality of Anchorage shall change the medical contribution to the Union's Trust (rounded to the next dollar) for each eligible employee by the change in the Anchorage Medical CPI-U for 2013 capped at ten percent (10%), or an amount equal to the monthly Municipality contribution as calculated for non-represented employees. The contribution amount is not to exceed the per employee cost of the Fund. The Union shall advise the Municipality of Anchorage of the pre-tax contribution (if applicable) amount that employee's shall contribute per month to the Fund through payroll deduction.

Effective July 1, 2015, and continuing the first (1st) of each month thereafter, the Municipality of Anchorage shall change the medical contribution to the Union's Trust (rounded to the next dollar) for each eligible employee by the change in the Anchorage Medical CPI-U for 2014 capped at ten percent (10%) or an amount equal to the monthly Municipality contribution as calculated for non-represented employees. The contribution amount is not to exceed the per employee cost of the Fund. The Union shall advise the Municipality of Anchorage of the pre-tax contribution (if applicable) amount that employee's shall contribute per month to the Fund through payroll deduction.

D. Health Insurance Rate Adjustments

The Union agrees to provide the Municipality of Anchorage with an actuarial analysis of the Fund by October 1 of each year of this Agreement. The Municipality, at its own expense, reserves the right to perform its own review and analysis of the Fund.

Article 6.1.1 **Health and Welfare Trust Plan**

The MOA and Local 302 agree as follows:

1. The Administrator of the Trust agrees to enroll eligible MOA employees represented by Local 302 in the Health and Welfare Plan.
2. The MOA agrees to make the appropriate contributions to the Health and Welfare Trust on or before the fifteenth day of the month following the month in which the hours were worked.
3. The amount the employee contributes, if any, for Health and Welfare Trust, benefits will be split equally between the first two (2) pay periods in each month.
4. The Health and Welfare Trust agrees to be responsible for reconciliation of the payments received from the MOA per employee. Should an overpayment to the Health and Welfare Trust occur on behalf of an employee, the Health and Welfare Trust shall remit the overpayment to the MOA for purposes of the MOA's repayment to the employee. If the MOA, in error, advances eligibility and payments for an employee who is not an eligible Local 302 member and the Health and Welfare Trust certifies eligibility and pays benefits on behalf of that employee, the MOA shall be responsible for reimbursing the Health and Welfare Trust for the amount paid in benefits on behalf of that employee, less the premiums collected by the Health and Welfare Trust. The Health and Welfare Trust shall notify the MOA of any such error within ten (10) days of discovery and shall immediately transfer all claims records to the MOA. In the event of either an overpayment or an underpayment, the Health and Welfare Trust will provide the MOA with documentation as necessary to verify the adjustments.

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

5. The contributions provided by the Municipality on a monthly basis, solely for the purposes of a health and welfare benefit program or programs for the benefit of eligible members of the Local 302 and their qualified beneficiaries and to defray the reasonable expenses of administering the plan or plans of benefits. If the Health and Welfare Trust covers participants in addition to members of the Local 302, the Health and Welfare Trust will maintain a separate account and will insure that separate income and expense statements and balance sheets are maintained so as to determine the administrative costs as well as the actual cost

of benefits for the plan or plans covering the Local 302 members. The provisions of the plan or plans obtained by the Health and Welfare Trust must satisfy the mandatory requirements of Anchorage Municipal Code 3.30.161.

6. By entering into this Collective Bargaining Agreement the Union agrees to relieve the Municipality of Anchorage of any obligation to obtain, maintain, or administer a health insurance plan under AMC 3.30.161 covering eligible bargaining unit members and their dependents.
7. The Municipality of Anchorage's liability for contributions is limited to those fiscal years in which the monetary terms of a Collective Bargaining Agreement between the parties is approved by ratification of the bargaining unit members and approved by the Municipal Assembly in accordance with AMC 3.70.130.

Article 6.1.2 **Health Promotion**

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

Article 6.1.3 **Employee Assistance Program**

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

Article 6.1.4 **Health Care Reform**

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

Article 6.2 **Savings Plan**

Eligible employees may participate in the Municipality's 401 (K) and 457 savings plan subject to the provisions of the plans.

Article 6.3 **Retirement**

Effective the first full pay period on or after January 1, 2011, the MOA shall pay into the Local 302 Pension Plan an amount of \$5.00 per hour and the employee will contribute \$1.50 per hour into the Local 302 Pension Plan for each compensable hour for a total of \$6.50 per hour.

Effective the first full pay period on or after January 1, 2015, and each year thereafter, the MOA shall pay into the Local 302 Pension Plan an amount of \$5.25 per hour and the employee will contribute \$1.50 per hour into the Local 302 Pension Plan for each compensable hour for a total of \$6.75 per hour.

Said contributions shall be made on or before the fifteenth day of the month following the month in which the hours were worked, to the Locals 302 and 612, of the International Operating Engineers-Employers Construction Industry Retirement Fund in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Retirement Plan established by this Trust Fund shall continue to be administered by a joint Board of Trustees composed of equal representation from the Unions and the Chapters of the Associated General Contractors of America, Inc., who are signatory to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union, and each Trustee appointed by the Employers shall be a member of an affiliated firm of the Chapters or a regular paid employee of the Associated General Contractors of America, Inc.

It is understood that the Union and Employer Associations are principal parties to the Trust Agreements and, therefore, shall be furnished full information on the actions of the Trustees and the operations of the Trusts.

Article 6.4 **Pre-Tax**

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

Article 6.5 **Change in Contributions to Wages and/or Fringe Benefits**

The Union members working under this Agreement may, at the discretion of the Union, vote upon a portion of any wage increase to be applied to Health and Security or Retirement Trust Fund (Fund). The Union shall give thirty (30) days written notice to the Municipality prior to the wage increase effective date as to where the members would like to distribute the monies.

If money is transferred from wages to benefits, the transfer will not result in any increased cost to the Municipality.

ARTICLE 7 DISCIPLINE AND RESOLUTION OF DISPUTES

Article 7.1 Discipline

In normal circumstances the MOA shall follow a program of progressive discipline, consisting of: documented oral reprimand, written Disciplinary Action Report (DAR), suspension for a period to be determined by the department head or his designee in concurrence with the Labor Relations Director, with or without pay, demotion or termination of employment. The MOA may impose discipline at any level depending upon the severity or frequency of the offense.

Article 7.1.1 Discipline and Termination of Employment

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

"Just Cause" shall mean that sufficient justification exists for the proposed action against the employee. "Just cause" shall apply to behavior by the employee, which is detrimental to the discipline, public image or efficiency of the Municipality of Anchorage as an employer. As so defined, the following are examples of "just cause":

1. Incompetency;
2. Inefficiency;
3. Lack of any of the qualifications required by AMC 3.30.024 D;
4. Theft, fighting, or assault of a fellow employee or member of the public;
5. No call or no show. Lack of significant justification for a three (3) day no call/no show will result in voluntary termination;
6. Insubordination;
7. Excessive or habitual absenteeism/tardiness;
8. Harassment of other employees or the public;
9. Violation of a written municipal procedure or regulation, which was known or reasonably should have been known to the employee;
10. Violation of an oral directive, which was known or reasonably should have been known to the employee;

11. Conviction of a crime involving moral turpitude;
12. Violation of AMC 3.30.190 Substance Abuse Testing Policy;
13. Any other conduct recognized by reasonable persons as justification for serious discipline including dismissal.

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

Article 7.2 **Grievance Defined**

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

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

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

Article 7.3 **Grievance Procedure**

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

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

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

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

D. At each step the time requirements may be extended in writing by mutual agreement. Failure by either party to follow the time limits for advancing the grievance to the next step in the grievance and arbitration procedure set forth below shall result in the grievance being resolved against the party failing to follow time limits without precedent.

E. For cases involving discharge the grievance procedure begins at Step II of the procedure and the parties agree to make every effort to schedule the arbitration on an expedited basis.

Article 7.3.1 **Step One**

The written grievance shall be distributed to the Labor Relations Director or designee within ten (10) working days of when the event giving rise to the grievance occurred. The Labor Relations Director or designee will send the grievance to the appropriate Department Head. The Employer shall have ten (10) working days from receipt of the written grievance to meet with the Union and attempt resolution. Within ten (10) working days after the Step I meeting the Department Head, in concurrence with the Labor Relations Director or designee must issue a written response.

Article 7.3.2 **Step Two**

Upon receipt of a denial of the grievance at Step One, the Union shall have ten (10) working days in which to notify the Director, Employee Relations, or his/her designee that the grievance remains unresolved and that the Union wishes to appeal the grievance to Step Two. If notification is given, then the Union and the Director, Employee Relations, or his/her designee shall meet within ten (10) working days of that

notice to attempt resolution. Within ten (10) working days after the Step II meeting the Director, Employee Relations shall issue a written response.

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

Article 7.3.3 **Step Three**

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

Article 7.3.4 **Arbitrability**

In the event that any question involving the procedural or substantive arbitrability of any grievance arises, such questions of arbitrability shall be arbitrated in a separate hearing prior to the commencement of arbitration on the merits of the grievance. Different arbitrators shall be used for the two hearings unless otherwise agreed by the parties. The hearing on the merits shall not commence until a decision is rendered on the arbitrability questions.

Article 7.3.5 **Selection of the Arbitrator**

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

Article 7.3.6 **Authority of the Arbitrator**

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

The decision of the arbitrator shall be reduced to writing unless waived by the parties and shall be final and binding upon the parties.

Article 7.3.7 **Service**

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

Article 7.3.8 **Existing Grievances**

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

Article 7.3.9 **Personnel Files use in Arbitration**

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

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

ARTICLE 8 WORK RULES

Article 8.1 Safety

Safety rules shall be as follows:

- A. The MOA and the Union will cooperate in designing and carrying out a safety program affecting all employees.
- B. The regulations concerning safety and equipment standards shall be governed by local, state and federal government rules, which shall be followed by the MOA, the Union and all employees.
- C. Employees are required to perform pre and post trip inspections consistent with CDL requirements and department policy. All equipment, which is unsafe or in need of repair, shall be reported to the appropriate supervisor or designee, who shall take appropriate steps to correct the items reported. Employees shall report all pre-trip defects and deficiencies to the appropriate supervisor or designee prior to operating the equipment. No employee shall be disciplined for refusing to operate unsafe equipment.
- D. Employees shall immediately report all vehicle accidents involving either a MOA vehicle or a personal vehicle driven on paid work time. Employees shall not leave the scene of the accident unless advised to by their supervisor or to obtain emergency medical treatment. A police officer or other appropriate official at the scene may direct employees to move the vehicles for safety reasons.
- E. Employees must report all work related injuries/illnesses immediately to their supervisor. Employees must submit all work related injury/illness reports prior to leaving the work place from the shift in which the injury/illness occurred, unless immediate medical care is needed. If emergency medical care is needed, the injury/illness report must be submitted as soon as possible. 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.
- F. The Employer shall furnish such safety equipment as is required for the safety of employees. Safety devices and first aid equipment as may be required for safety and proper emergency medical treatment shall be provided and be available for all employees working under adverse conditions. The Employer shall furnish seat belts for all passenger cars, pick-up trucks, and buses and employees shall utilize seat belts at all times while operating any equipment with seat belts.

- G. The Municipality shall establish regular safety meetings for each department not less than once per month during working hours and all employees will be required to attend without loss of pay.

Article 8.2 Protection of Municipal Property

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

Article 8.3 Handtools

Employees may be required to provide common quality tools of the trade in which they are employed. Employees shall submit and maintain a current inventory of tools to the shop supervisor. Employees' inventoried tools will be replaced if broken in the course of the work. The Municipality shall replace brand for brand all inventoried tools including tool boxes in the event of loss from fire, theft, vandalism or natural disaster.

Article 8.4 Lockers

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

Article 8.5 Uniforms, Special Clothing, and Required Safety Footwear

- A. The Municipality will furnish, clean and maintain uniforms and special clothing only where such uniforms and special clothing are required by the Municipality or applicable OSHA or other applicable safety regulations. Any such uniforms or special clothing provided by the Municipality shall be returned to the Municipality upon termination of the employee's employment.
- B. Effective July 1, 2013, employee regular employees hired in the third quarter of 2013 shall receive a footwear allowance of sixty two dollars and fifty cents (\$62.50) which will be included with their first pay check. Employees hired in the fourth quarter of 2013 shall receive a footwear allowance of thirty-one dollars and twenty-five cents (\$31.25) which will be included with their first pay check.
- C. Effective January 1, 2014, and each calendar year thereafter, each regular employee active as of January 1, required by the Municipality based on the nature of his or her work to wear safety footwear, shall be provided a footwear allowance of one hundred seventy-five dollars (\$175) in the first full pay period of each calendar year. Employees who are hired after January 1 shall receive a footwear allowance as follows:

1. Regular employees hired during the first quarter of the year shall receive a footwear allowance of one hundred seventy-five dollars (\$175) which will be included with their first pay check.
2. Employees hired in the second quarter of the year shall receive a footwear allowance of one hundred thirty-one dollars and twenty-five cents (\$131.25) which will be included with their first pay check.
3. Employees hired in the third quarter of the year shall receive a footwear allowance of eighty-seven dollars and fifty cents (\$87.50) which will be included with their first pay check.
4. Employees hired in the fourth quarter of the year shall receive a footwear allowance of forty-three dollars and seventy-five cents (\$43.75) which will be included with their first pay check.

D. Article 8.5 does not apply to temporary or seasonal employees.

Article 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 paragraph 2.11.5 of this Agreement, Visits to Employer Work Locations.

Article 8.7 Revocation of License

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

Article 8.8 Safety Award

The MOA is committed to raising the awareness of employee safety and creating and promoting a safe working environment for all employees. The MOA recognizes the benefits for the employee and the Municipality in maintaining a safety conscious work place and has agreed to reward regular employees who remain accident and incident free with a Safety Award. The intent of this Section is to provide a Safety Award to those employees who work accident, injury or incident free, as described in this Section,

for the course of a normal work year. For the purposes of this Section, a normal work year is defined as a calendar year free from excess absences, regardless of the type of absence, as recommended by management and approved by the Department Head.

The Safety Award terms and conditions are as follows:

- A. **Safety Award Period:** The Safety Award eligibility period for regular employees is from January 1st to December 31st of each year.
- B. **Employee Eligibility.** Only regular employees are eligible for the Safety Award.
- C. **Qualifying for a Safety Award.** A regular employee shall receive his Safety Award in the first full pay period in January of each year. Safety Awards shall be as follows: Employees who work between January 1 to June 30th without accident, injury, or incident as defined in this Section, and as determined by management and approved by the Department Head or designee, shall earn five (5) hours of Non-cashable annual leave. Employees who work between July 1 to December 31st without an accident, injury, or incident as defined in this Section, and as determined by management and approved by the Department Head or designee, shall earn five (5) hours of Non-cashable annual leave. Note: Seasonal and Temporary employees are excluded from this provision.
- D. **Award of a Safety Award.** Employees shall be notified in writing of the Safety Award by the Department Head or designee.
- E. **Disqualification of a Safety Award.** A decision may be made by the Department Head or designee that an employee is disqualified for a Safety Award. Employees shall be notified in writing of their disqualification. Disqualification shall be based on the following reasons:
 - **An Injury.** An on the job at fault accident or incident that cause an injury to an employee or a non-employee requiring medical attention away from the accident or incident site.
 - **Worker's Compensation Claims.** A Worker's Compensation accident or incident, due to the injured person's own actions, that results in time off work beyond the date of the accident or incident.
 - **A Traffic Violation.** Whereby the employee is convicted through the courts for a traffic violation.
 - **Damage to Private or Municipal Property.** As a result of negligent actions if the damage results in disciplinary action taken against the employee.

- **Equipment Damage.** Damage to MOA equipment or machinery requiring repair. Exception: Damage to equipment incurred by striking hidden objects shall not result in disqualification.
- **Un-safe Act.** Any act by an employee that endangers, or creates a hazardous condition for the employee or others.
- **Loss of Licenses.** An employee who loses his license for on or off duty conduct who is not terminated shall be disqualified for a Safety Award.

ARTICLE 9 MISCELLANEOUS PROVISIONS

Article 9.1 Educational Incentive

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

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

Article 9.2 Union Training Program

The Union and the Municipality of Anchorage agree that it is in their mutual interest and in the interest of the employees to be trained in the fields of work and equipment covered by this Agreement. The Union Training Trust and the Municipality shall meet as needed to identify and address training needs. Eligibility for training is only available to those employees in which the Municipality makes contributions on their behalf and meet the minimum qualifications as set forth by the Training Trust for all members. Training not typically administered by the Union, shall be pre-approved and a cost share shall be agreed upon with the Local Training Trust and the Municipality.

If an employee is approved to attend training at the Union training center and this training maintains, improves or acquires skills in the employee's current job and which are of immediate and direct value to the Municipality, the training will be on paid time. When approved, if scheduled training occurs during normal working hours, participation may be considered regular time. If the scheduled training occurs during a time that is different from the employee's work schedule, an alternate schedule may be arranged. Training is not eligible for overtime pay and shall not count toward hours worked for the purpose of determining overtime eligibility within the workweek. The extent to which individual agencies approve training may vary depending on such factors as staffing, organizational priorities, and the nature of the training.

The Municipality agrees to contribute to the Apprenticeship and Training Program twelve dollars (\$12.00) for all employees per work week.

ARTICLE 10 SCHEDULING

Article 10.1 Scheduling By the Municipality

The Municipality shall schedule all work and all employees, including but not limited to, all shifts, reporting locations, and work schedules. Any changes to the work schedules for full time employees will be posted on the appropriate workplace bulletin boards as far in advance as practicable. Employees will be given, as far in advanced as practicable, notice of any shift changes, reporting location changes, or schedule changes. For seasonal schedule and shift changes, employees will be given a thirty (30) calendar day notice to shifts and/or schedules changes with no less than a fourteen (14) calendar day notice, unless mutually agreed upon by the employee and management.

Article 10.1.1 Department Seniority

Department Seniority is utilized for bidding of work schedules and shifts (including work days) and for scheduling of leave.

- A. The employee who has the longest term of service in the department as a regular full-time employee shall be first on the seniority list for purposes of bidding of work schedules and shifts (including work days) and leave scheduling. The department head or designee shall request employees' preference for bidding schedules and shifts but retains the right to assign shifts for legitimate business reasons. The department head or designee may assign schedules and shifts if the appropriate skill levels are not present within a schedule or shift.
- B. If any employees share the same hire or rehire date, the tie shall be broken by applying the Union seniority tie-breaker formula in Appendix B.

Article 10.1.2 Port Technician Designated Mechanic Seniority

Management retains the right to assign shifts for business reasons. For business reasons, the Port of Anchorage management has assigned the Maintenance Technician position designated as the mechanic to a Day Shift position.

This position shall be exclusive of seniority with respect to bidding shifts, but shall be responsible for complying with all other aspects of the Agreement.

If the staffing level at the Port of Anchorage changes and a second mechanic position is designated, this Article will no longer be applicable unless mutually agreed upon.

Article 10.1.3 **Merrill Field Weekend Rotation Schedule**

Merrill Field schedules employees to provide seven (7) day coverage which sustains appropriate levels of service, quality of work and productivity of the workforce. There is a rotating weekend schedule in affect. Any alternate rotating schedule is subject to mutual agreement between the Municipality and the Union.

Article 10.2 **Scheduled Work Week**

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

Article 10.3 **Rest Breaks and Meal Breaks**

A. Rest Breaks

Except in an emergency situation, all employees shall be allowed one (1) paid rest break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and a paid fifteen (15) minute rest break during the second (2nd) half of the shift consistent with department policy.

B. Meal Breaks

Meal breaks will be one (1) hour unpaid or one-half (½) hour unpaid, as designated by management, from the time the employees break at the job site for lunch and return there from lunch. Where the nature of the work does not permit scheduled meal breaks, the MOA shall make alternate arrangements to enable employees to eat a meal.

C. Additional Breaks

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

D. Combination of Breaks

Breaks may be combined when the work situation permits.

Article 10.4 **Travel**

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

Article 10.5 Show up Guarantee

Employees reporting for work, and not put to work, shall receive two (2) hours at their factored rate of pay unless notified by phone or message left not to report to work at least two (2) hours prior to the start of the shift.

**ARTICLE 11
CLASSIFICATIONS AND WAGE SCHEDULES**

Article 11.1 **Classifications**

RANGE	CLASSIFICATION	NUMBER
4	General Laborer	796
7	Airport Maintenance Assistant	800
9	Refuse Disposal Utilityman I	781
10	Refuse Disposal Utilityman II	782
11	Light Equipment Operator I	727
15	Port Maintenance Technician I	748
	Airport Maintenance Technician I	780
	Equipment Serviceman	712
16	Port Maintenance Technician II	749
17	Medium Equipment Operator	738
18	Warehouseman Journeyman	763
	Heavy Equipment Operator	720
	Refuse Disposal Utilityman III	783
	Airport Maintenance Technician II	798
	Refuse Disposal Technician I	784
	Port Maintenance Journeyman	750
	Equipment Operations Technician I	752
19	Heavy Equipment Operator Leadman	722
	Airport Maintenance Technician III	799
	Port Maintenance Leadman	751
20	Refuse Disposal Foreman (Working)	791
	Equipment Operations Tech II	711

Article 11.2 2014 Wage Schedule

Base Rates by Grade, Step

Sal Plan	ENG			
	Step			
Grade	1	2	3	4
04	13.85	14.54	15.27	16.03
07	15.16	15.94	16.72	17.56
09	17.67	18.55	19.51	20.44
10	18.55	19.51	20.44	21.48
11	19.51	20.44	21.48	22.54
15	23.70	24.88	26.11	27.42
16	24.88	26.11	27.42	28.79
17	26.11	27.42	28.79	30.22
18	27.42	28.79	30.22	31.72
19	28.79	30.22	31.72	33.33
20	30.22	31.72	33.33	34.99

Article 11.3 Wage Schedule Effective First Full Pay Period in January 2015

Base Rates by Grade, Step

Sal Plan	ENG			
	Step			
Grade	1	2	3	4
04	14.06	14.76	15.50	16.27
07	15.39	16.18	16.97	17.82
09	17.94	18.83	19.80	20.75
10	18.83	19.80	20.75	21.80
11	19.80	20.75	21.80	22.88
15	24.06	25.25	26.50	27.83
16	25.25	26.50	27.83	29.22
17	26.50	27.83	29.22	30.67
18	27.83	29.22	30.67	32.20
19	29.22	30.67	32.20	33.83
20	30.67	32.20	33.83	35.51

Article 11.4 Wage Schedule Effective First Full Pay Period in January 2016

Base Rates by Grade, Step

Sal Plan	ENG			
	Step			
Grade	1	2	3	4
04	14.34	15.06	15.81	16.60
07	15.70	16.50	17.31	18.18
09	18.30	19.21	20.20	21.17
10	19.21	20.20	21.17	22.24
11	20.20	21.17	22.24	23.34
15	24.54	25.76	27.03	28.39
16	25.76	27.03	28.39	29.80
17	27.03	28.39	29.80	31.28
18	28.39	29.80	31.28	32.84
19	29.80	31.28	32.84	34.51
20	31.28	32.84	34.51	36.22

Article 11.5 Master Mechanic Certification Program

Employees in the Refuse Disposal Technician I, Port Technician Designated Mechanic, and Equipment Operator Technician I classifications are eligible for the ASE Master Mechanic Certification Program as follows:

Upon receipt of the ASE Master Mechanic Certification, the employee shall receive 5% certification pay. Employee must maintain/retain the ASE Master Mechanic Certification in order to continue to receive the incentive pay.

Article 11.6 Master Mechanic Reimbursement

To be eligible for reimbursement for the testing required to obtain an ASE Master Mechanic Certification the following criteria must be met:

1. The attendance at the classes, trainings, and testing times must be completed on the employee's own time; and
2. The employee shall provide proof of successful completion for each course.

Upon successful completion of each course, the MOA shall reimburse the employee for the cost of the course(s) and any testing fees. If the employee separates from MOA employment within one year of course completion, the entire cost, including course and testing fees, shall be reimbursed by the employee to the MOA through payroll deduction or other means.

ARTICLE 12
TERMS OF AGREEMENT, RENEGOTIATION

Article 12.1 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 June 30, 2016.

Article 12.2 Renegotiation

Either party wishing to negotiate a successor agreement to this Agreement must notify the other party 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.

MUNICIPALITY OF ANCHORAGE

IUOE LOCAL 302

To be signed subsequent to Assembly Ratification

Theresa Hillhouse
Labor Relations Director

Bill Sims
L302 Business Representative

Gaylon P. Vanlandingham
Street Maintenance Superintendent

Frank Anderson
L302 Negotiations Team Member

Misti Stowell
Labor Relations Specialist

Glen Haasl
L302 Negotiations Team Member

Dennis A. Wheeler
Municipal Attorney

Kyle Virgin
L302 negotiations Team Member

Nancy Bear Usera
Employee Relations Director

Doug Potter
L302 Negotiations Team Member

Dan Sullivan
Mayor

Jason Alward
L302 District Representative

Helene Antel
L302 Attorney

ATTEST:

Barbara Jones
Municipal Clerk

ACKNOWLEDGEMENT AND CERTIFICATION

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

The undersigned duly authorized representatives, on behalf of the parties to this agreement, hereby affirm and certify as follows:

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

CERTIFICATION

I certify that the foregoing Agreement was ratified by a majority vote of the members of the Anchorage Assembly, at a properly called meeting on the ____ day of _____
2014.

MUNICIPALITY OF ANCHORAGE

DATED:
BY:
ITS

CERTIFICATION

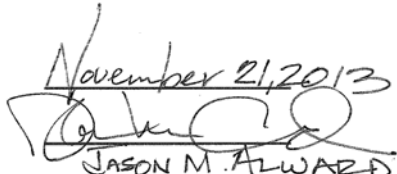
I certify that the foregoing Agreement was ratified by a majority of the members of the bargaining unit present and voting at a properly called meeting on the 18th day of November, 2013.

OPERATING ENGINEERS, LOCAL 302

DATED:

November 21, 2013

BY:



Its- District Representative/I.U.O.E, Local 302

**Appendix A
Municipality of Anchorage
Driving Conviction Guidelines**

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

Category	Type of Conviction(s)	Number of Convictions	0 to 3 Years (0 to 36 Months)	4 to 6 Years (37 to 60 Months)	6 to 10 Years (61 to 120 Months)	11 Years & Beyond (121 + Months)
I	DUI/DWI or Refusal to Submit to a Chemical Test	1	Not acceptable	Acceptable	Acceptable	Acceptable
		2	Not acceptable	Not acceptable	Not acceptable	Acceptable
		3 or more	Not acceptable	Not acceptable	Not acceptable	Not acceptable
II	Driving with a suspended revoked or cancelled license 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
		3 or more	Not Acceptable	Not Acceptable	Not Acceptable	Not Acceptable
IV	Other moving violations	3 or more	Not acceptable	Acceptable	Acceptable	Acceptable

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

Appendix B **Union Seniority Tie-Breaker**

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