

AGREEMENT COVERING
TERMS AND CONDITIONS OF EMPLOYMENT

between

MUNICIPALITY
OF ANCHORAGE



and



INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS
LOCAL UNION 1547
(GENERAL GOVERNMENT)

AFL-CIO

Anchorage, Alaska

June 25, 2024 – June 30, 2027

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE	1
ARTICLE 2 PURPOSE, SCOPE, RECOGNITION, AND GENERAL PROVISIONS	2
SECTION 2.1 PURPOSES OF AGREEMENT	2
SECTION 2.2 SCOPE OF AGREEMENT	2
SECTION 2.3 RECOGNITION.....	2
SECTION 2.4 NON-DISCRIMINATION.....	2
SECTION 2.5 POLITICAL ACTIVITY	2
SECTION 2.6 PLURALITY.....	3
SECTION 2.7 NO STRIKES, SLOWDOWNS OR LOCKOUTS.....	3
SECTION 2.8 MANAGEMENT RIGHTS.....	4
SECTION 2.9 EMPLOYEE REPRESENTATIVE RIGHTS.....	4
SECTION 2.10 EXCLUSIVE NATURE OF AGREEMENT	9
SECTION 2.11 AMENDMENT OF AGREEMENT	9
SECTION 2.12 SEPARABILITY AND SAVINGS.....	9
SECTION 2.13 STANDARDS OF WORK AND PRODUCTIVITY	9
SECTION 2.14 CONTRACTING OUT	9
SECTION 2.15 MEET AND CONFER	10
SECTION 2.16 APPLICABILITY OF PERSONNEL RULES	11
ARTICLE 3 EMPLOYMENT	12
SECTION 3.1 TYPES OF POSITIONS.....	12
SECTION 3.2 POSITION VACANCY ANNOUNCEMENTS	13
SECTION 3.3 APPLICANT EXAMINATION	14
SECTION 3.4 JOB VACANCIES AND SELECTION	14
SECTION 3.5 PROBATION AND EVALUATION PERIODS	16
SECTION 3.6 TYPES OF ADDITIONAL WORK ASSIGNMENTS	18
SECTION 3.7 FILLING VACANCIES BY TRANSFERS, PROMOTIONS (BID COMMITTEE), OR DEMOTIONS.....	19
SECTION 3.8 SENIORITY.....	20
SECTION 3.9 LAYOFF AND RECALL FROM LAYOFF.....	20
SECTION 3.10 EVALUATION OF EMPLOYEES	22
SECTION 3.11 RESIGNATION	22
SECTION 3.12 EDUCATIONAL AND TRAINING ASSISTANCE.....	22
SECTION 3.13 LOAN OF EMPLOYEES	22
SECTION 3.14 CLASSIFICATION OF EMPLOYEES.....	22
ARTICLE 4 SCHEDULING TIME OFF	24
SECTION 4.1 LEAVE	24
SECTION 4.2 PAID PARENTAL LEAVE – EFFECTIVE NO LATER THAN JULY 1, 2024	31
SECTION 4.3 MEAL BREAKS AND REST BREAKS	32
SECTION 4.4 CHANGE IN SHIFTS OR JOBS	32
SECTION 4.5 TEN HOUR BREAK.....	32
ARTICLE 5 COMPENSATION	33
SECTION 5.1 DEFINITIONS	33
SECTION 5.2 WAGE RATES	33
SECTION 5.3 OVERTIME PAY	33
SECTION 5.4 OVERTIME EQUALIZATION	33
SECTION 5.5 LONGEVITY PAY, SERVICE RECOGNITION PAY, AND PERFORMANCE STEP PROGRAM PAY ..	34
SECTION 5.6 CALL-OUT	37
SECTION 5.7 UNIFORMS AND SPECIAL CLOTHING	37

SECTION 5.8	EMPLOYEE PAYMENT.....	38
SECTION 5.9	ERRORS IN PAY.....	38
SECTION 5.10	HIGH TIME PREMIUM.....	38
SECTION 5.11	RECLASSIFICATION PAY ADJUSTMENT.....	38
SECTION 5.12	DEDUCTIONS FROM PAY.....	39
SECTION 5.13	STANDBY PAY.....	39
ARTICLE 6	BENEFITS.....	40
SECTION 6.1	HEALTH AND WELFARE BENEFITS.....	40
SECTION 6.2	EMPLOYEE ASSISTANCE PROGRAM.....	41
SECTION 6.3	LIFE INSURANCE.....	41
SECTION 6.4	RETIREMENT.....	41
SECTION 6.5	LEGAL TRUST.....	42
SECTION 6.6	JOINT APPRENTICESHIP PROGRAM.....	42
SECTION 6.7	SAVINGS PLAN.....	42
SECTION 6.8	HARDSHIP AND BENEVOLENT FUND.....	42
SECTION 6.9	POLITICAL ACTION COMMITTEE FUND.....	43
SECTION 6.10	HEALTH PROMOTION.....	43
ARTICLE 7	DISCIPLINE AND RESOLUTION OF DISPUTES.....	44
SECTION 7.1	DISCIPLINE.....	44
SECTION 7.2	GRIEVANCE DEFINITION.....	45
SECTION 7.3	GRIEVANCE PROCEDURE.....	45
ARTICLE 8	SAFETY AND TRAINING.....	49
SECTION 8.1	SAFETY.....	49
SECTION 8.2	TRAINING.....	51
ARTICLE 9	WORK RULES.....	53
SECTION 9.1	SCHEDULES.....	53
SECTION 9.2	GENERAL GOVERNMENT WORK RULES.....	53
ARTICLE 10	MISCELLANEOUS PROVISIONS.....	56
SECTION 10.1	LOCKERS.....	56
SECTION 10.2	PERMITS AND LICENSES.....	56
SECTION 10.3	ALCOHOL ABUSE AND SUBSTANCE ABUSE.....	56
SECTION 10.4	PRIVATE VEHICLES.....	56
SECTION 10.5	REVOCAION OF LICENSE.....	56
ARTICLE 11	CLASSIFICATION AND WAGE RATES.....	58
ARTICLE 12	TERMS OF AGREEMENT, RENEGOTIATIONS.....	59
SECTION 12.1	EFFECTIVE DATE AND DURATION.....	59
SECTION 12.2	RENEGOTIATION.....	59
SECTION 12.3	SUCCESSORS AND ASSIGNS.....	59
ACKNOWLEDGMENT AND CERTIFICATION.....		60
SIGNATURE PAGE.....		61
CERTIFICATION.....		62

ARTICLE 1

PREAMBLE

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

ARTICLE 2

PURPOSE, SCOPE, RECOGNITION, AND GENERAL PROVISIONS

Section 2.1 Purposes of Agreement

The purposes of this Agreement are to set forth the negotiated wages, hours, and other terms and conditions of employment for IBEW represented employees, to promote the settlement of labor disagreements by conference, to provide for the resolution of unsettled grievances by binding arbitration, to prevent strikes and lockouts, to eliminate avoidable delays and excessive or unnecessary costs and expenses, and generally to encourage a spirit of helpful cooperation between the MOA and its employees and the Union to their mutual benefit.

Section 2.2 Scope of Agreement

This Agreement shall apply to all facilities operated by and all operations and work conducted by Union represented employees of the Municipality, Development Services, Traffic Engineering, and Maintenance & Operations working within classifications set forth in this Agreement.

Section 2.3 Recognition

The MOA recognizes the Union as the sole and exclusive collective bargaining representative of the employees of the MOA who are employed at the referenced MOA departments in a classification set forth in this Agreement. The MOA recognizes that Local 1547 is part of the International Brotherhood of Electrical Workers.

Section 2.4 Non-Discrimination

It is hereby agreed that there shall be no discrimination by the Municipality or the Union against any employee for any reason prohibited by State, Federal, or Local 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(s) for violation(s) outside of this Agreement are as prescribed by law.

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

Section 2.5 Political Activity

No provisions or part of this Agreement shall abridge statutory or constitutional rights or Home Rule Charter rights of any employee to engage in any legal political activity.

Section 2.6 Plurality

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

Section 2.7 No Strikes, Slowdowns or Lockouts

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

Section 2.7.1 Recognized and Sanctioned Defined

Recognized and sanctioned as interpreted by IBEW and the Municipality for purposes of interpreting the Collective Bargaining Agreement shall mean:

- A. A picket line where IBEW has a primary dispute with an electrical contractor, including a recognized, economic, organizational, unfair labor practice or area standards picket, but excluding a publicity, secondary or refusal to patronize picket.
- B. A picket line established by another union which has received the official sanction and recognition in the minutes of the South Central Alaska Building Trades meeting.
- C. A sanctioned and recognized picket line is any picket line which is identified to MOA by the Business Manager of IBEW Local 1547 or his designated representative. When a dispute regarding the legality of a picket line arises, IBEW and MOA shall meet within twenty-four (24) hours and negotiate in good faith to determine whether the picket line is "recognized and sanctioned" for purposes of this Agreement. In the event the question regarding a picket line arises and the parties are unable to agree on whether such picket is sanctioned and recognized, a mutually acceptable third or disinterested party may be called upon to give an interpretation.

Section 2.7.2 Informational or Political Pickets

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

Section 2.7.3 Notification

On a routine basis, the Union agrees to provide the Municipality with a list of locations and/or companies that are in dispute with the IBEW. An IBEW Business

Representative shall notify the Human Resources Director or designee by 3 p.m. on the day preceding the posting of a recognized and sanctioned picket line, with a confirmation letter the following day. The IBEW shall immediately notify MOA when it has received written notice that a contractor has established an alternate or union gate at the site of a picket. In the event this gate becomes "tainted"; that is, if a non-union worker goes through a union gate, then IBEW shall immediately notify MOA in writing. No employee shall be disciplined for refusing to cross a recognized and sanctioned picket as provided herein, unless it can be shown that he acted unilaterally without contacting the Shop Steward or Union Hall to request clarification of the status of the picket. An employee may be disciplined possibly to include termination only when he refuses the direct orders of IBEW and MOA to cross a picket line.

Section 2.8 Management Rights

Management reserves all rights, except as otherwise expressly abridged in this Agreement.

Section 2.8.1 Delegation of Authority

Generally, instructions shall be given from a superintendent to a foreman to a leadman, who in turn will instruct journeymen, apprentices, or other employees as assigned.

Section 2.8.2 Line of Authority

The line of authority shall be as designated by the Department's organizational chart. Changes to the Line of Authority will be sent to affected employees, and the Chief Shop Steward upon request. The MOA agrees to send notice to the Union on changes in the organizational chart affecting the line of authority within the Union positions set forth in this Agreement.

Section 2.9 Employee Representative Rights

Section 2.9.1 Union Discipline of Employees

The Union reserves the right to discipline its own members for any violation of Union laws, rules or agreements. However, power dispatchers, power dispatch trainees when assigned to duty in power dispatch, and bargaining unit foremen will not be subject to Union discipline for complaints arising out of their assigned duties. If the Municipality implements discipline at the request of the Union, the Union shall indemnify the Municipality and hold the Municipality harmless from any and all claims against the Municipality that may arise from any acts of the Union involving their members.

Section 2.9.2 Union Membership

- A. All employees covered under the terms of this Agreement may make application to join the Union as a full member or become an agency fee-payer.

- B. The chief shop steward will be notified of all hired or re-hired bargaining unit members and will be allowed to meet with all such employees for sixty (60) minutes during regular work hours within ten (10) calendar days of hire or rehire. Such meetings will be on paid time and will not require the use of leave. In cases when there are multiple employees hired or rehired in the same pay period, the Union will make every effort to meet with the employees as a group and not individually for a maximum of sixty (60) minutes.
- C. The Municipality agrees that it will not encourage employees to opt out of being a member of the Union or to opt out of paying agency fees.
- D. The Municipality shall not encourage employees to resign from Union membership, relinquish membership in the Union, or revoke authorization of the deduction of fees to the Union.
- E. The Municipality shall not discourage an employee from joining the Union or becoming an agency fee-payer.
- F. The Municipality agrees that it will not disclose home addresses, personal telephone number(s), personal cell phone number(s), or personal e-mail address(es) except when it is necessary for the performance of the employee's job duties, as legally mandated, or to the Union.
- G. Nothing in this agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.

Section 2.9.3 Dues Check Off Municipality

The Municipality will deduct from the wages of those employees who have signed a dues check off authorization form. The dues check off authorization form must authorize the deduction of dues and must include the employee's name, last four digits of the employee's social security number, date, and signature. The MOA will deduct on a monthly basis the regular dues, agency fees, assessments, initiation fees, and/or contributions authorized by the employee to the Union as certified by the Financial Secretary of the Union. Such authorization shall be revocable as specified in the authorization. The MOA shall forward such dues, agency fees, assessments, initiation fees, and contributions to the Union by the fifteenth (15th) day of the month following the month in which said dues are checked off.

Section 2.9.4 Indemnification

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

Section 2.9.5 Shop Steward

- A. The Municipality will recognize that the Business Manager of IBEW Local 1547 retains the right to appoint and dismiss all shop stewards in accordance with the Union rules and regulations. There will be one full-time non-working chief steward and up to six total part-time working assistant stewards between this agreement and the International Brotherhood of Electrical Workers Local Union 1547 Technician's Collective Bargaining Agreement. The full-time non-working Chief Shop Steward position will always be subject to the wages, benefits, and working conditions of this Agreement and not the International Brotherhood of Electrical Workers Local Union 1547 Technicians Agreement. The Municipality shall recognize the shop stewards as the duly-appointed Union representatives of the employees. The Union will notify the Municipality as to the identity of all shop stewards. All shop stewards shall make every effort in cooperation with the Department Director or duly-authorized representative to correct violations and infractions of this Agreement by either covered employees or management personnel. The duly-authorized assistant shop stewards, upon request made to their immediate supervisors, shall be given reasonable amounts of time during working hours and without loss of pay, to handle all work-related Union business pertaining to their areas of appointment, including but not limited to grievances and arbitration hearings, and shall keep both the Municipality and the Union informed as to their whereabouts. The Union shall reimburse the Municipality for wages paid by the Municipality to a municipal employee for time spent performing services primarily for the Union, such as, doing work for the union at another employer, attending steward training, or in contract negotiations (excluding the Chief Shop Steward's time during contract negotiations); and the municipal employee will maintain accurate time records to reflect the performance of work for the union to be reimbursed. Time codes for shop steward duty shall be as reflected in the Municipality's guidelines. No shop steward shall be terminated for any cause until the Department Director and Business Manager of the Union have completed an investigation into the alleged cause for termination and determined there has been just cause. The assistant shop stewards shall not be laid off as long as there are two (2) or more employees employed within the assistant shop steward's area of appointment.
- B. The bargaining unit member appointed to the chief steward position shall be a full-time FLSA exempt position. The non-exempt position converting to the exempt position must occur at the beginning of a pay period. The salary will be 128% of the Base Wage Rate (plus any eligible pay enhancements) based on 2080 hours per year. The Municipality shall pay all wages and benefits as required by the existing Agreement and, upon receipt of billing from the Municipality, IBEW Local 1547 shall reimburse the Municipality for one-half (1/2) of the chief steward's wages and benefits, as well as one-half of any acting chief shop steward's wages and benefits.

The chief steward will normally observe the standard work week of Monday through Friday. The Chief Shop Steward shall be subject to all terms and conditions of the Agreement, except the provisions that pertain to an hourly employee such as, but not limited to, all overtime, call-out, ten-hour breaks, pay premiums, and additional meal period provisions. Retirement, money purchase, the hardship and benevolent fund, and any other similar contributions will be based on 40 hour work week.

- C. The chief steward shall be given twenty-four (24) hours' notice by the Municipality prior to the time any committee defined by this Agreement is required to be convened and the chief steward shall have total authority for the assembling of all Union representatives from the bargaining unit required to form any such committees. The chief steward also has the right to assemble any joint committee with twenty-four (24) hours' notice to the appropriate division manager.
- D. The chief steward shall be afforded private office space and a private, unmonitored outside telephone line with voice mail capability. The cost of such items shall be paid by the Municipality.
- E. The chief steward shall retain regular employment status and continue to accrue all benefits. Additionally, the chief steward may return to their former regular position or a similar position within the same classification and rate of pay following a fifteen (15) calendar day advance written notification to the Union and the Municipality. This shall not limit the ability of the chief steward to bid in accordance with other provisions of this Agreement. The chief steward will be the last employee laid off within the work unit provided they are qualified to perform the remaining work.
- F. The full-time chief steward shall continue to receive chief steward pay while they are on leave and another shop steward has been temporarily appointed acting chief steward.

Section 2.9.6 Access to Employees

- A. 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.

- B. When the Chief Steward, assistant shop stewards or any other union representative desires to call a meeting with employees on site during work hours, they shall:
1. Inform the affected employee(s) of the desire for a meeting.
 2. Request the employee(s) to obtain permission from their immediate management supervisor to attend such a meeting.
 3. If the requested time is unworkable, the requestor and management supervisor shall reschedule the meeting.
 4. The supervisor shall not unreasonably deny an employee permission to attend a meeting requested by a steward. Similarly, the employee shall not be unreasonable in the request.

Section 2.9.7 Bulletin Boards

The MOA shall supply bulletin boards for the exclusive use of the Union to post officially signed Union bulletins. Such bulletin boards shall also be used to post the MOA's working rules and other information necessary to new employees. One bulletin board shall be placed in each shop and facility.

Section 2.9.8 Employee Absence While Holding Union Position

- A. Any employee appointed or elected to office in the Union which requires a part or all of their time shall not lose their established seniority with the Municipality and shall be granted a leave of absence without pay, whether or not they have exhausted all of their accrued paid leave, upon application not to exceed three (3) years. In the event an employee appointed to the Union staff returns to work after a leave of absence, they may be granted another leave of absence by mutual consent only.
- B. In regard to an absence greater than thirty (30) days, the Municipality need not preserve the employee's position and will be obligated to return the employee only to a position in the department in which the employee was employed which is vacant and equal or less to the position which the employee vacated and for which the employee is qualified.

This Section shall not apply to steward activity of limited duration.

Section 2.10 Exclusive Nature of Agreement

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

Section 2.11 Amendment of Agreement

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

Section 2.12 Separability and Savings

Should it be determined by a court of competent jurisdiction that any provision of this Agreement is not in conformity with any applicable law, the parties shall meet and such provisions or portion thereof shall be suspended or amended to conform to the law. The parties hereto agree that within thirty (30) calendar days after a provision has been declared invalid, they will commence negotiations with regard to such invalidated provision and any other provisions of this Agreement which are affected by the invalidation. In the event that the parties do not reach agreement on contract amendments with regard to such invalidated provision, the parties shall continue to abide by all other terms of this Agreement as though the invalidated provision did not exist.

Section 2.13 Standards of Work and Productivity

The Union agrees for its members who are covered by this Agreement that they will individually and collectively perform safe, efficient and diligent service and that they will use their influence and best efforts to protect the property of the Municipality. Since the issue of assuring the community that they are receiving the best services for their dollars is of critical interest to both management and labor, labor recognizes that the establishment of such productivity improvements is the right and obligation of management. The Union will be informed in advance of any proposed change in productivity standards and given the opportunity to make suggestions and discuss the proposed change(s) with the Municipality prior to implementation.

Section 2.14 Contracting Out

Section 2.14.1 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 Municipality agrees that it will not lay off any employees who have completed their probationary period and have regular employee status because of the exercise of its contracting or subcontracting rights.

Section 2.14.2 The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union or to discriminate against any of its members. The parties agree this means the Municipality shall not subcontract work traditionally performed within the job classifications covered under this Agreement, except when regular employees cannot meet the Municipality's maintenance and new construction needs or when in-house personnel do not possess the expertise and skills to adequately perform the work within time constraints or Municipalities needs of service or any emergencies. The Municipality shall not intentionally schedule work to create time constraints.

All subcontracting work normally performed by employees covered by this Agreement, within the traditional jurisdiction of the IBEW, shall be compensated at the current prevailing rate of wages and fringe benefits as determined from time to time by the Alaska Department of Labor pursuant to Alaska statute Title 36.

Section 2.14.3 The phrase "within the traditional jurisdiction of the IBEW," means work specifically electrical in nature such as the installation and maintenance of electrical transmission, distribution, raceway and electrical control systems, power lighting and communications work such as cabling, antenna and radio communications. Work done by an equipment manufacturer's own employees in the initial commissioning of a radio system on the fixed network equipment of that system, is exempted from this Section; work done after the initial commissioning by the manufacturer's sub-contractors or contractors or subcontractors performing work on the system for the Municipality, is covered by this Section.

Section 2.14.4 In all circumstances where a contractor acquires work under Section 2.14 and its subsections, the Municipality shall operate as a Construction Industry Employer as that term is used in the National Labor Relations Act.

Section 2.15 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 a request to discuss a specified matter. Requests to meet and confer made by the Union shall be delivered to the Human Resources Director. Requests to meet and confer made by the Municipality shall be delivered to Chief Shop Steward. Both parties may designate who their respective representatives shall be at the meet and confer session. An inexcusable refusal to meet and confer in response to such request shall be a violation of this Agreement. There shall be no obligation on the part of either party to reopen, modify, amend, or otherwise alter the terminology or interpretation of this Agreement or make any other agreement as a result of any such conferences, nor shall the requirement for such conferences alter the rights or obligations of the parties under this Agreement.

Section 2.16 Applicability of Personnel Rules

To the extent 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 in effect at the time of ratification of this contract by both parties will be applicable. In the event that the Agreement and the Personnel Rules are both silent, the parties agree to meet and confer.

ARTICLE 3
EMPLOYMENT

Section 3.1 Types of Positions

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

- A. Regular. Regular employees are those employees who have successfully completed their probationary period and are employed full-time by the MOA.
- B. Temporary. Temporary employees are those employees hired to augment the work force whenever the work load temporarily requires additional help, or in the event of an emergency or unanticipated condition (or situation) or to relieve regular employees during absences. Temporary employees are eligible for health and insurance benefits. The MOA may extend temporary employment for an additional six (6) months. Any temporary employee extended by the MOA beyond the initial six (6) months shall begin to accrue full fringe benefits under this Agreement, and shall continue to be paid the basic hourly wage rate for the classification in which they are working. The maximum authorized extension is six (6) months, unless up to an additional six (6) months (not to exceed eighteen (18) consecutive months) is mutually agreed to by the MOA and Union.
- C. NECA Temporary (Under "Inside " Agreements). Any wiremen, and apprentices hired for a temporary period shall be based on the current pay scale established in the "Inside " Agreements negotiated by IBEW Local Union 1547, including fringe benefits of health and welfare and pension, payable to the joint account established by IBEW and the parties to the "Inside " Agreement. NECA Temporary employees will follow the work rules in Article 9 Work Rules, and are eligible for the following provisions within this Agreement:
- Section 4.2 Meal Breaks and Rest Breaks
 - Section 4.4 Ten Hour Break
 - Section 5.1 Definitions
 - Section 5.3 Overtime Pay
 - Section 5.4 Overtime Equalization
 - Section 5.6 Call Out
 - Section 5.7 Field Allowance
 - Section 5.8 Uniforms and Special Clothing
 - Section 5.9 Employee Payment
 - Section 5.10 Errors in Pay
 - Section 5.11 High Time Premium
 - Section 5.13 Deductions from Pay

Any NECA temporary employee extended by the MOA beyond the initial six (6) months shall continue to receive pay and benefits as described above as well as MOA recognized holidays with pay and leave accrual. The maximum authorized extension is six (6) months, unless up to an additional six (6) months (not to exceed eighteen (18) consecutive months) is mutually agreed to by the MOA and Union.

Section 3.2 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 (except as specified in Section 3.4):
 - 1. Union Dispatch. The Union shall maintain a hiring hall and refer qualified applicants to the MOA when requested. The MOA agrees to use the hiring hall to obtain qualified workers necessary to fill classifications covered by this Agreement. If the MOA rejects an applicant for not meeting the qualifications, the MOA will provide the reason(s) for rejection to the Union upon request. Applicant(s) who meet the minimum qualifications, as listed in the classification specification, may be rejected in accordance with Section 3.3.B.
 - a. When the MOA requests qualified applicants from the Union, the Union shall have seventy-two (72) hours (excluding Saturday, Sunday, and recognized holidays) to refer qualified applicants to the MOA. The time period may be extended or shortened by mutual agreement.
 - b. Referred union members will be required to complete the MOA employment application. Qualified referred union members will be forwarded and scheduled for an interview as quickly as possible. The Union will be provided with the date and time the referred union member submitted the MOA employment application.
 - c. Qualified referred applicants shall be forwarded to the department for an interview within four (4) working hours of submitting an application. If the MOA is unable to schedule the interview within four (4) working hours, the MOA shall extend the seventy-two (72) hour time limit for the amount of time in excess of the four (4) working hour delay.
 - d. The MOA shall forward a copy of all dispatch slips for all hired and rejected applicants to the chief shop steward.

2. Concurrent Advertising. In an effort to maximize efficiencies, the MOA may advertise position vacancies concurrently with the Union and other external sources. However, the MOA shall give exclusive consideration to Union referred applicants. The MOA may consider other applicants only after all Union referred applicants have been rejected. The agency shall not be provided other applicants until the Union referral applicants have been rejected and the Union notified.
- C. The Municipality shall furnish to the Union, each month, the name(s) of any employee(s) hired, promoted, or demoted, the classification and date of hire or change in status.

Section 3.3 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 listed in the classification specification.
- B. Disqualification. Applicants may be disqualified 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 (7) years;
 6. For positions that require driving, not meeting the minimum standards for driving convictions;
 7. The employee's overall evaluation within the last twelve (12) months was not at least satisfactory; and/or
 8. Disciplinary action (other than an oral reprimand) within the last twelve (12) months from date of acceptance of position.

Section 3.4 Job Vacancies and Selection

- A. In descending order, priority in filling vacant positions is as follows per the language of this Agreement:
 1. Legally mandated placement or reinstatement
 2. Transfer or demotion in lieu of layoff
 3. Recall from layoff, within two (2) years
 4. Demotion for disciplinary reasons
 5. Transfers
 6. Promotions
 7. Hire or rehire

- B. Job vacancies in regular positions shall be filled by the job posting, job bidding and job award procedures unless otherwise specified in this Agreement. At the option of the MOA, temporary positions may be filled by the appointment of a regular employee. Where practical, the MOA will endeavor to accommodate the desires of regular employees who wish to fill a temporary position. A regular employee filling a temporary position shall be returned to their previous position upon completion of the temporary assignment.

Section 3.4.1 Job Posting

Any position or job covered by this Agreement which has been vacated, or any job that has been created, shall be posted within the MOA departments. The posting shall state details and qualifications applicable to the job or position. The MOA will provide job announcements to the Chief Shop Steward. The Chief Shop Steward will be responsible for posting on all bulletin boards. Postings will be on all bulletin boards for a minimum of five (5) working days.

Section 3.4.2 Selection

Vacant positions will be filled by the most qualified applicant as determined by the Municipality, with the exception of the bid committee process. Only the Director or designee shall make offers of employment (hire/rehire, recall from layoff, transfer, promotion, or demotion).

Section 3.4.3 Job Bidding

Any employee covered by this Agreement may, within five (5) working days from the date of job posting, present electronic copies (or verbally, if out of town) to their Shop Steward their request to bid. Such request will include all documentation as required by the job posting. The official application is the electronic application that is submitted to the Human Resources department. For the purpose of providing every regular employee covered by this contract with an opportunity to bid on posted vacancies, the Union will make a reasonable effort to notify all employees, including those on leave, of posted vacancies, provided that the employee on leave has left an address or telephone number where they can be contacted.

Section 3.4.4 Bid Committees

- A. Only applicants who meet the minimum qualifications will be forwarded electronically to the Chief Shop Steward (or designee). Only applicants who submit an electronic application online to Human Resources and submit the printed official electronic application in a sealed bid pack per the posted bid to the Chief Steward may be considered.
- B. The Chief Shop Steward will convene the Bid Committee. The bid committee shall be composed of two (2) representatives from the bargaining unit and two (2) representatives from the MOA. Human Resources may provide a non-voting participant member to the committee. At least forty eight (48) hours' notice will be given when a bid committee meeting is required. Whenever

practical, the representatives of both parties shall be selected from the division in which the position is to be filled and shall have experience in the position or related positions. The committee will review and consider the documentation the applicants provided and select the most qualified applicant. The committee makes the sole and final decision on who is the most qualified applicant and the decision is not grievable. The committee's decision is then forwarded for final approval.

- C. All bid envelopes shall be opened only in the presence of the assembled bid committee. All qualified bids shall then be considered by the committee on the basis of merit and fitness without discrimination of any kind. The class specifications shall be the sole criteria for awarding the posted bid position. Only when bidders are equal in class specification qualifications, seniority shall prevail. The bid committee may require any applicant for examination to submit documented proof of the possession of licenses, certificates, degrees or other qualifications claimed and may refuse credit for such qualifications in the absence of proof. In the absence of regular employee bids, probationary employees and then temporary employees may be considered for posted vacancies prior to open hiring.

Section 3.4.5 Job Award

- A. Within five (5) working days after the closing of the bids, the bids will be considered and the job awarded unless an extension is mutually agreed upon by the MOA and the Union. It is agreed that the MOA will include the effective date of the bid award the employee awarded the bid, and the new rate of pay.
- B. In the event the original committee cannot reach a majority decision, the Agency Head and Chief Shop Steward will meet and confer in an attempt to resolve the issue of the job award or may reconvene a second bid committee within five (5) working days. An IBEW representative and an Human Resources representative shall be present at this second bid committee meeting. If not resolved at this level, either party may appeal the issue to an arbitrator mutually selected by the striking method who will render a decision within five (5) working days of selection. Such decision shall be final and binding upon the parties.

Section 3.5 Probation and Evaluation Periods

Section 3.5.1 Probation Periods

- A. Hire or Rehire. Employees who are hired or rehired into regular positions shall be subject to a probationary period. The probation period is ninety (90) calendar days.
- B. Transfer. An employee who has transferred to a different position in the same pay grade who has not completed their probation shall be required to complete the probation.

- C. Recall from layoff. Employees who have been recalled from layoff shall be required to complete any probationary period 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 ninety (90) calendar days.
- D. 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.
- E. 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.
- F. 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. The Union will be informed prior to notifying the employee.
- G. Probation Separation. If at any time during the probation period, the agency head determines the performance of the employee is 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.

Section 3.5.2 Evaluation Periods

- A. Promotion.
 - 1. Employees who are promoted shall be subject to an evaluation period. The evaluation period is ninety (90) calendar days.
 - 2. When it becomes clear that an employee serving a promotional evaluation is not performing adequately, the employee shall bump back to their previous position.
 - 3. If the employee's previous position has been filled, the employee in that position shall either bump back to their previous position or if the employee was a new hire or rehire the employee will be laid off and placed on the layoff recall list.

B. Demotion.

1. Employees who are demoted shall be subject to an evaluation period. The evaluation period is ninety (90) calendar days. When an employee is demoted to a position in a classification where the employee previously held regular status, no evaluation period shall be served.
2. When an employee who voluntarily demotes and is serving an evaluation period is not performing adequately, the employee shall bump back to their previous position. If the employee's previous position has been filled, the employee in the previous position shall either bump back to their previous position or if the employee was a new hire or rehire the employee will be laid off and placed on the layoff recall list.

Section 3.6 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. Employees who are temporarily assigned to perform work in a higher classification shall be paid at the higher classification for all hours worked.
2. Employees must possess current licenses and/or certifications as required in the classification for which the employee works temporarily.
3. When it is necessary to perform a temporary assignment as a Foreman on a crew with a Foreman and a Leadman, the Leadman on duty will first be offered the temporary assignment. Employees shall be offered all other temporary assignments only within their work group based on bargaining unit seniority. The Union shall be responsible for providing the MOA with the seniority list by work group, on a monthly basis.
4. Employees may decline a temporary assignment. In the event all eligible employees decline, the most senior employee shall work the temporary assignment.
5. 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.
6. Employees who are assigned work in a higher classification for training purposes shall not be entitled to additional compensation. Only employees who are the sole operator and their performance is not being monitored are eligible for additional compensation.

B. Acting Assignment

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 percent (5%) above their factored rate of pay for all hours worked. Temporary acting assignments shall not exceed six (6) months unless mutually agreed upon.

Section 3.7 Filling Vacancies By Transfers, Promotions (Bid Committee), or Demotions

Positions may be filled by transfer, promotion (bid committee), or demotion rather than requesting a referral from the Union.

A. Transfer. Transfer is the lateral movement from one regular position to another regular position at the same pay grade without a break in service.

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 as a result of a disciplinary action.

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. Promotions are conducted by bid committees.

C. Demotion. Demotion is the movement of an employee to a position in a lower salary grade.

1. Voluntary. The employee may request in writing a voluntary demotion. 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. Notice to Employee. The employee will be notified in writing by the MOA of any changes in status including pay step, anniversary date, length of service date and requirement for serving a probationary period.

Section 3.8 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. Temporary and NECA temporary employees who move directly into a regular position without a break in service shall have their temporary service time count toward their regular seniority. This seniority is utilized for determining leave accrual.
 - 1. The Municipality shall provide to the Union current Municipal seniority lists by department upon request. The lists will be posted by the Union at each department on the Union bulletin boards.
 - 2. If any employees share the same hire or rehire date, the tie shall be broken by the earlier of dispatch pick up.
 - 3. Seniority is terminated when the employee is no longer employed.
- B. Bargaining Unit Seniority is determined by the length of an employee's continuous employment in a bargain unit position(s) under this Agreement.
 - 1. The Union shall provide to the Municipality a current bargaining unit seniority list upon request for utilization in layoff, layoff recall, and promotional processes.
 - 2. The bargaining unit seniority shall terminate for an employee who promotes to a non-represented or executive position and remains in the non-represented or executive position for more than one (1) year.
- C. 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.

Section 3.9 Layoff and Recall from Layoff

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

The MOA will request from the Union the bargaining unit seniority list to identify the least senior bargaining unit member(s). Layoffs will be in reverse order of bargaining unit seniority. Employees who are being laid off shall receive at least ten (10) working

days advance written notice. The Union shall receive advance notice. After notification of layoff the employee shall be provided the following options:

1. The employee shall be provided a list of vacant positions at the same or lower base pay rate within the bargaining unit which may be available. The employee shall be eligible to be placed into a vacant position for which they qualify.
2. The employee shall be eligible to bump to a position within the bargaining unit at the same or lower base pay rate if the employee meets the minimum qualifications.
3. The employee may elect to be laid off.
4. 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.
5. Employees who are laid off will be placed on a layoff recall list in bargaining unit seniority order for recall.

C. Eligibility for Recall to the Bargaining Unit

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 within the bargaining unit during the two (2) years recall period shall satisfy the employee's recall rights.
2. A laid off employee shall have recall rights to regular bargaining unit positions. The laid off employee is eligible to be recalled to the same base pay rate or lower base pay rate 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 bargaining unit position at the same base pay rate and they decline the position, their recall rights shall end.
4. A laid off employee shall have preference over all applicants when filling regular positions as designated in Section 3.4.
5. In the case of recall from layoff, recall will be in the reverse order of layoff. The Union will be advised of the recall. The Union will send notification of recall to the laid off employee. The Union will have five (5) working days to contact the laid off employee. If a laid off employee fails to respond to the Union, all recall rights shall be relinquished. When the laid off employee has accepted the recall from layoff, they shall

report for duty within ten (10) working days (or the mutually agreed upon start date) or the MOA may consider extinguishing recall rights.

Section 3.10 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 Rules.

Section 3.11 Resignation

An employee who desires to terminate shall give at least two (2) weeks notice, in writing, to the immediate Management supervisor. Notice of resignation shall become part of the employee's personnel record. The required period of notice may be reduced or waived upon recommendation of the Agency Head. Upon approval of the Agency Head, an employee may withdraw the resignation at any time prior to the effective date of the resignation. Failure to give adequate notice will be noted on the employee's separation documents and may render the employee ineligible for rehire by the Municipality. The effective date of termination shall be the last day worked or date noticed for those employees who do not return from leave without pay.

Section 3.12 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 MOA policies and procedures.

Section 3.13 Loan of Employees

The Municipality shall not loan, or cause to be loaned, to any other employer the members of the Union in its employ without first securing permission of the Union representative.

Section 3.14 Classification of Employees

Section 3.14.1 Job Classifications

- A. The parties recognize the Bargaining Unit job classifications as listed and contained in Article 11 of this Agreement, and concur that such classifications have been agreed upon and are in existence upon the signing of this Agreement.

- B. The parties recognize that a new job classification may be created or existing job classifications changed during the life of this Agreement if negotiated and mutually agreed to by the Union. Such changes shall be negotiated and agreed upon, and if not agreed upon, resolved pursuant to the classification committee and procedures hereinafter described.

Section 3.14.2 Classification Committees

- A. The initial decision whether or not to simply create a new classification or to initiate a change in an existing classification is within the sole discretion of the Municipality. Once such an initial decision is made, the provisions of this Section shall apply. Recommendations for classification wage rates will be based on industry standards.
- B. The Union and the Municipality shall establish an internal classification committee, as needed consisting of two (2) management representatives and two (2) IBEW representatives. The committee shall be charged with reviewing newly proposed job classifications or changes in existing classifications falling within the scope of this Agreement. A majority vote of the committee shall be controlling. The final reclassification recommendation will be forwarded to Human Resources for recommendations or approval. If recommendations are made by Human Resources they will be sent back to the committee for consideration.
- C. If the Classification Committee does not agree on the establishment of the new job classification or the proposed changes, the matter shall be submitted to the General Manager or Department Head and Chief Steward to try and resolve the deadlock. If agreement cannot be reached status quo shall be maintained.

ARTICLE 4

SCHEDULING TIME OFF

Section 4.1 Leave

Section 4.1.1 Annual Leave

A. Annual Leave Accrual Rates.

1. Cashable annual leave for all eligible employees shall accrue as follows:

0 - 2 years of service Annual Leave – 6.15 hours per pay period

3 – 5 years of service Annual Leave – 6.77 hours per pay period

6 - 10 years of service Annual Leave – 7.38 hours per pay period

11+ years of service Annual Leave – 9.23 hours per pay period

2. Non-Cashable annual leave for all eligible employees shall accrue as follows:

6 - 10 years of service Non-Cashable Annual Leave – 1.86 hours a pay period

11 - 19 years of service Non-Cashable Annual Leave – 2.62 hours a pay period

20+ years of service Non-Cashable Annual Leave – 3.27 hours a pay period

3. Leave accrues during the period of time an employee is on paid leave. Leave does not accrue during periods of Injury Leave, Paid Parental Leave or leave without pay.

B. Annual Leave Accrual Limits. Accrued and unused leave may be carried over to the next year 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 four-hundred-eighty (480) hours of cashable annual leave.

All hours of cashable annual leave in excess of four-hundred-eighty (480), unless converted to cashable sick leave, shall be paid to the employee in the next pay period following the last full pay period in December. The employee's factored rate of pay as of the last day in the last full pay period of December will be utilized for the leave cash-in rate.

C. Regular Use of Annual Leave. An employee must notify the supervisor twenty-four (24) hours in advance when not more than sixteen (16) hours paid annual leave is desired. When longer periods of paid annual leave are desired, at least two (2) weeks advance notice must be given. Paid annual leave requested will be granted if, in the opinion of the supervisor, the employee can be spared from

the section at the time requested. Otherwise, such requests shall be granted as soon as the employee can be spared from duty.

- D. Cash-In of Annual Leave. An employee, upon written request to the Agency Head to which they are assigned, shall be permitted to cash-in their annual leave, up to twice a calendar year, provided the request is made ten (10) days in advance of the next payroll period, and the employee retains eighty (80) hours of annual leave in the employee's annual leave account. The leave cash-in is subject to cash availability and budgetary limitations. In the event of a bona fide emergency situation, the ten (10) calendar day notice may be waived.
- E. Donation of Annual Leave. An employee may donate cashable annual leave to a fellow employee who is qualified under the MOA's Leave Donation Program.

Section 4.1.2 Bereavement Leave

A regular employee shall be granted three (3) consecutive days of paid leave for bereavement of an immediate family member while in Alaska, or four (4) consecutive days if travel out of state is required, for a deceased member of the immediate family. The definition of immediate family for the purpose of this section, Bereavement Leave, shall be: spouse, child, mother, father, brother, sister, grandmother, grandfather, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-relationship, person for whom the employee has been appointed as legal guardian, and/or other family member who resides permanently with the employee. Bereavement leave is not deducted from the employee's accrued annual leave. At the employee's request, other appropriate leave may be approved for up to thirty (30) calendar days.

Section 4.1.3 Leave without Pay

- A. Regular employees may be granted a leave of absence without pay, upon written request and recommendation of the supervisor and approval of the MOA, service requirements permitting, for a period up to one hundred eighty (180) calendar days without loss of seniority. Leave without pay shall not be requested nor granted until such time as all paid leave has been exhausted except where an employee is on authorized Injury Leave. While on leave without pay, paid annual leave will not accrue.
- B. 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.

Section 4.1.4 Family and Medical Leave

It is the policy of the Municipality to comply with the provisions of the Alaska Family Leave Act (AFLA) (AS 39.20.500-.550) and the Family and Medical Leave Act (FMLA) (Public Law 103-3). Leave as described in FMLA, AFLA, or both is referred herein as Family Leave. Family Leave entitles employees to periods of leave for childbirth, adoption, to care for a close relative for a serious health condition or if the employee is unable to perform his or her duties because of a serious health condition. This Section adopts the rights and requirements of those Acts.

A. Coordination with Other Leave

1. 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 cashable annual leave may remain in the employee's leave account. Injury Leave is considered Family Leave if it is a serious health condition that makes the employee unable to perform the functions of the job.
2. Employees who have exhausted their Family Leave may request leave without pay under the provisions of Section 4.1.3. 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.

B. Replacement of Employee on Family Leave

Employees on Family Leave may be replaced on a temporary basis depending on the needs of the agency and the duration of Family Leave. Employees shall resume their positions upon completion of Family Leave.

Section 4.1.5 Military Training/Duty Leave

- A. Any regular employee who is ordered to report to military training or active duty in the Army, Navy, Air Force, Coast Guard, Marine Corps, National Guard or organized military reserves of the United States shall be allowed up to fifteen (15) working days leave per calendar year for such purpose. During such leave, the employee is not entitled to double compensation. In cases where the employee's military pay is less than or equal to their Municipal pay, the Municipality will recoup the amount of the employee's military pay. In cases where the employee's military pay is greater, the Municipality will recoup the total Municipal pay. Such military leaves shall not be deducted from accrued annual leave. Employees ordered to attend additional periods of military training may take annual leave or leave without pay for such duty.
- B. Military Leave without Pay. An employee ordered to active military duty shall upon request be entitled to up to five (5) years of military leave without pay for the purpose of fulfilling the employee's military commitment.

1. 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.
2. 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.
3. 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.
4. To the extent that an employee is guaranteed rights under federal or state law which exceeds the benefits contained in this subsection, the applicable law will apply.

Section 4.1.6 Injury Leave

- A. When a compensable industrial accident occurs, the MOA will, during a period of not longer than fifty-two (52) weeks from date of injury, supplement workers' compensation benefits during the period of temporary disability as determined by the Alaska Workers' Compensation Board, by an amount necessary to raise the employee's total compensation to seventy-five percent (75%) of the employee's basic hourly wage rate. The MOA will not, however, supplement any workers' compensation benefits provided for by permanent disability rating as determined by the Alaska Workers' Compensation Board, nor will the MOA supplement funds provided for by its compensation insurance carrier for any settlements of industrial accident claims. When any such settlement is made for the purpose of this paragraph, the period of temporary disability shall be presumed to terminate on the date of such settlement.
- B. When a compensable industrial accident occurs, the Employer will, continue the MOA's obligations for health insurance for a period not to exceed twelve (12) months from the date of injury so long as the employee continues to be on workers' compensation.
- C. It is recognized by the MOA that coverage of the Workers' Compensation Act of the State of Alaska provides for a three (3) day waiting period. The MOA shall pay the employee their regular wages for this three (3) day waiting period. The MOA shall pay this three (3) day waiting period prior to workers compensation pay starting, providing that the employee's injury did not result from their own gross negligence or willful misconduct and that the employee observed all safety rules as set forth in the State of Alaska, Department of Labor

Electrical Code. Any decision that an injury resulted from gross negligence or willful misconduct is subject to the grievance procedures herein.

Section 4.1.7 Return to Work/Light Duty

- A. An employee returning to work after an accident or prolonged medical treatment shall provide the MOA with a statement from a licensed medical physician to the effect that the employee is able to resume full duty. If less than full duty can be resumed, and the cause of absence was:
1. An On-the-Job Injury. The employee will be permitted to return to work with the MOA utilizing his capabilities in a manner suitable to the MOA.
 2. An Off-the-Job Injury or Prolonged Illness. The employee will not be permitted to return to work until a reduced duty and reduced temporary wage is agreed upon with the Department Director and the Union Business Manager, or their designated representative.
- B. An employee injured on or off the job who has been permitted to return to work on light duty shall submit a leave request in advance whenever possible when required to receive physical therapy during normal work hours. If advance leave request submittal is not possible, the employee shall notify the management supervisor before start of shift and shall then complete a leave request immediately upon return to work. A signed receipt for treatment received shall be submitted along with the leave request to the employee's supervisor as proof of treatment.

Section 4.1.8 Recognized Holidays

- A. Holidays recognized hereunder as days off with pay shall be as follows for all eligible employees:

New Year's Day
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)
Juneteenth (June 19)
Independence Day
Labor Day (First Monday in September)
Indigenous People's Day (Second Monday in October)
Veterans Day
Thanksgiving Day (Fourth Thursday in November)
Day After Thanksgiving (Fourth Friday in November)
Christmas Day
One Personal Holiday

- B. Personal Holiday. Effective each January 1, regular employees shall receive eight (8) hours of non-cashable annual leave as a personal holiday. The personal holiday has no cash value.
- C. Holiday During Annual or Sick Leave. A recognized holiday occurring during an employee's annual or sick leave shall not be counted as a day of annual or sick leave.
- D. 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 schedule 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) in a work week, when the recognized holidays 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 in a work week, the succeeding scheduled workday shall be observed as the holiday. For employees working a rotating twelve (12) hour shift, the holidays will be defined in the Work Rules.

- E. Forfeiture of Holiday Pay. If employees are not in paid status for their entire shift on the last regular workday preceding such holiday and on the next regular work day following such a holiday they shall forfeit their right to payment for such holiday.

Section 4.1.9. Holiday Pay

- A. Eligible employees shall be paid holiday pay at their factored straight time rate of pay equal to their normally scheduled hours for that day. For example, if an eligible 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.
- B. If an employee works on the observed holiday, then the employee shall be paid for work performed at the factored overtime rate of pay in addition to holiday pay.

Section 4.1.10 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 to or as a result of their employment with the Municipality will be treated the same as court leave. Witness service for purposes other than just described will be covered by annual leave, or leave without pay, and any fees received in this connection may be retained by the individual.

- 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. Employees will be paid actual travel time; not to exceed sixty (60) minutes each way. When excused or released from jury duty for the day, with three (3) or more hours before the end of shift, the employee shall return to work immediately. When jury duty starts within sixty (60) minutes of the start of shift, the employee can report directly to jury duty.
- C. The individual employee schedule may be adjusted by mutual agreement between the Union and the MOA to accommodate jury duty. Employees on swing or night shifts normally shall be assigned to a day shift during the period of time when required to call in for jury duty, while seated on a jury, or when subpoenaed.
- D. Employees shall be paid their factored rate of pay for any time they are scheduled to work and are required to report to jury duty.

Section 4.1.11 Blood Donation Leave

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

Section 4.1.12 Miscellaneous

- A. Unscheduled Absences. It will be the responsibility of each employee to make every effort to notify management at least one (1) hour prior to their scheduled shift of any circumstances or events that may result in the employee not reporting for their scheduled shift.
- B. Unauthorized Absences. Any employee who is absent from duty shall report the reason therefore to their supervisor as soon as possible. Unauthorized leave or unreported absences shall be reported as absence without pay, and may be cause for disciplinary action.
- C. Use Limitations. The maximum number of employees permitted to be on leave at any time shall be determined by the supervisor of each work unit and notification shall be provided to the employees and the Union.

Section 4.2 Paid Parental Leave – Effective no later than July 1, 2024

- A. Paid parental leave shall mean an award of non-cashable leave as described below and is intended to allow parents to bond with and care for a new child.
- B. Award. Upon request, eligible employees shall be awarded 160 hours of non-cashable leave for regular full time eligible employees who have been approved for leave under the Alaska Family Leave Act (AFLA) or the Family Medical Leave Act of 1993 (FMLA) for a qualifying event of the birth of an employee's child or children, or placement of a child or children with the employee for adoption or foster care. Eligible employees who work less than full time will be eligible for a pro rata amount of leave based on their normal hours worked.
- C. Rules for use.
1. Use in conjunction with AFLA or FMLA leave. Paid parental leave must be taken during approved AFLA or FMLA leave. Any paid parental leave taken will be counted toward the 18 weeks of protected leave per rolling 12-month period available to employees under AFLA or the twelve weeks of protected leave per rolling twelve-month period available to employees under FMLA.
 2. Use in weekly blocks; use in coordination with other leave; unused paid parental leave; leave accrual during use. Employees must take paid parental leave in weekly blocks (40 hours over the course of a single work week or, for eligible employees who work less than full time, one-fourth of the amount of leave available to them under section A.) and must use all paid parental leave during approved AFLA or FMLA leave for the qualifying event. Any unused paid parental leave will be forfeited at the end of the approved AFLA or FMLA leave period. Employees that are awarded non-cashable leave under subsection A. will not accrue leave or sick leave while on paid parental leave.
 3. One award per rolling 12-month period; to eligible employees. In no case will an employee receive more than one award of 160 hours of non-cashable (or the prorated amount for employees that work less than full time) leave as paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption, foster care placement, or other qualifying event occurs within that twelve-month time frame. The birth or placement of more than one child at the same time will be treated as one qualifying event for which an employee will receive a total of 160 hours (or the prorated portion of hours for employees that work less than full time). If two eligible employees experience the same qualifying event, both employees may take parental leave.

Section 4.3 Meal Breaks and Rest Breaks

- A. Where the working situation permits, the Municipality shall schedule a break of at least fifteen (15) minutes duration during the first and second halves of each shift.
- B. All employees, unless specified elsewhere in this Agreement, will be permitted to have a scheduled unpaid meal period of at least thirty (30) minutes in duration. The Municipality will attempt to schedule the meal period at approximately the middle of each shift.
- C. Where, because of the nature of the work, employees must remain in duty status and eat while working, the time shall be considered as time worked, and the Municipality may implement a schedule which contains no provisions for an unpaid meal period.
- D. Where employees work two (2) or more hours outside of and contiguous with the regularly scheduled shift, the employees will be afforded a reasonable period of time to eat a meal on paid time at the factored overtime rate of pay and every four (4) hours thereafter.
- E. Where employees are required to return to work outside their regularly scheduled shift, they will be afforded a reasonable period of time to eat a meal on paid time at the factored overtime rate of pay every four (4) hours worked.

Section 4.4 Change in Shifts or Jobs

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

Section 4.5 Ten Hour Break

- A. Except as required by the Municipality, an employee who has been on duty for four (4) or more hours outside of the regular shift shall not report to work the next regularly scheduled shift until the employee has had a minimum of ten (10) hours of relief. The employee shall be paid at the employee's applicable straight time rate for those hours of the employee's regularly scheduled shift included in the employee's ten (10) hours of relief. If the employee does not report for work following the ten (10) hours of relief or does not have approved leave for the remainder of the employee's straight time shift, the employee will not be entitled to straight time pay for those hours of their regularly scheduled shift which were included in the employee's ten (10) hours of relief.
- B. If an employee is required to report to work without having had a ten (10) hour break, the hours the employee is required to work without having had the break shall be paid at the overtime rate.

ARTICLE 5
COMPENSATION

Section 5.1 Definitions

The following definitions shall apply except as otherwise provided in this Agreement:

- A. Work Day. A twenty-four (24) hour period during which an employee is scheduled to work.
- B. Work Week. A fixed period of one hundred sixty-eight (168) hours (seven (7) consecutive twenty-four (24) hour periods) commencing at 12:00 a.m. on Monday and ending at 11:59 p.m. on Sunday.

Section 5.2 Wage Rates

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

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

- A. Effective the first full pay period of 2025, the hourly wage rates shall reflect an increase of four percent (4.0%) as specified in Article 11.
- B. Effective the first full pay period of 2026, the hourly wage rates shall reflect an increase of three percent (3%) as specified in Article 11.
- C. Effective the first full pay period of 2027, the hourly wage rates shall reflect an increase of three percent (3%) as specified in Article 11.

Section 5.3 Overtime Pay

Overtime shall be compensated for at two (2) times the 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, meaning there will be no compounding of overtime or shift premium. So far as possible, employees will be afforded the opportunity to share equally, within classification, in overtime that may be offered on a rotating basis. Regular employees shall receive preference on all overtime work. All time worked outside of an employee's regularly scheduled shift shall constitute overtime. Overtime other than emergencies as defined in this Agreement is on a voluntary basis.

Section 5.4 Overtime Equalization

- A. All overtime shall be allocated so that no temporary employees shall compile more overtime hours than regular employees within the same classification.

For the purposes of equalization, all overtime and declined overtime shall be counted toward accumulated overtime hours. Overtime accrued as a result of emergencies shall not be counted for the purposes of equalization.

- B. As a goal, the overtime differential between all regular personnel shall not exceed twenty (20) hours per year within the work group classification, with the exception of generation twelve (12) hour shifts which will have a forty (40) hours goal per year, at year end. Temporary personnel (within the same classification) shall not work overtime hours in excess of the overtime of regular personnel on an annual pro-rated basis. The Chief Shop Steward and respective management will meet quarterly for monitoring overtime allocation by classification in each division or section to identify imbalances and will find resolution to prevent excess at year end. In order to monitor this system, the Chief Shop Steward shall be provided a copy of total overtime hours broken down to straight time hours, overtime hours and declined overtime hours monthly by department management.

Section 5.5 Longevity Pay, Service Recognition Pay, and Performance Step Program Pay

All employees hired on or after August 5, 2014 are not eligible for Longevity, Service Recognition, or Performance Step Program pay.

Section 5.5.1 Longevity Pay

All employees hired before July 1, 1982, and covered by this Agreement, with thirty (30) years of service shall be eligible for and receive twenty percent (20%) longevity pay. Employees receiving Longevity Pay are not eligible to receive Service Recognition Program or Performance Step Program.

Section 5.5.2 Service Recognition Pay (SRP)

- A. Regular represented employees hired on or after July 1, 1982 and prior to January 1, 2009, shall be eligible to receive SRP unless they opted into Performance Step Program and had their SRP frozen. SRP will be paid according to the following schedule based on years of service:

103.5% of base pay after 10 years of continuous service

107.5% of base pay after 15 years of continuous service

110.5% of base pay after 20 years of continuous service

- B. Effective August 5, 2014, Regular employees receiving SRP can no longer choose to participate in the Performance Step Program.

Section 5.5.3 Performance Step Program (PSP) Pay

- A. Regular represented employees, hired on or after January 1, 2009 and prior to August 5, 2014, who have successfully completed their probationary period

may participate in the PSP and are not eligible to participate in the SRP. For Regular employees in the SRP who chose to participate in the PSP, the employee's SRP pay (if any) will be frozen and combined with the performance step increase, so that the total amount of SRP and PSP pay does not exceed thirteen percent (13%).

- B. If employees receiving SRP choose to participate in the PSP, their pay shall be adjusted to reflect the difference between the SRP and the PSP once the PSP requirements have been met.
- C. Eligible employees participating in the PSP are subject to the following requirements:
 - 1. Regular employees may begin the PSP program at the start of the next quarter immediately following the successful completion of their probationary period.
 - 2. Employees must successfully complete eight (8) cumulative or rolling quarters to be eligible for each Step.
 - 3. Employees shall notify their department head of their intention to begin the PSP program in writing.
 - 4. Within ten (10) working days after the end of each quarter the supervisor and the employee will complete the PSP checklist to verify whether the following conditions have been met. This time period may be extended by mutual agreement.
- D. Successful completion of all of the conditions in each Category below shall entitle the Employee to advance to the next step in the PSP program:

Category 1. Discipline

A disciplinary action report (DAR) will render an employee ineligible for that quarter. To do so, the DAR must be either undisputed by the employee, settled or resolved so that some discipline is still imposed, or challenged and upheld in arbitration in accordance with Article 7 of the CBA. If the DAR is successfully challenged in arbitration, and the arbitrator completely exonerates the employee so that no discipline is imposed, the employee will be treated as if they had been eligible in this category, for that quarter.

Category 2. Safety

- a. No at fault, lost time accidents.
- b. No convictions for moving violations which occurred on the job.
- c. Attend a minimum of two (2) safety meetings per quarter provided by the employer as per Article 8 of the CBA. This provision shall be waived if the employees' shift schedule prohibits them from attending.

Category 3. Dependability/Reliability

- a. Zero unauthorized absences for the quarter. Any employee who is absent from duty shall report the reason therefore to his supervisor as soon as possible.
- b. No more than three (3) non-scheduled periods of absence per quarter. When an employee calls in sick, only the first day of any consecutive, related sick days shall count. For example, if an employee is absent for three (3) days and called in properly on the first, only one (1) of the three (3) days will count as a non-scheduled absence in this category.

E. Step I

Upon the successful completion of eight (8) cumulative or rolling quarters, an employee shall receive a wage increase equal to six and one half percent (6.5%) of the employee's current base rate of pay. The employee shall then be eligible to enter into the second step of the Performance Step Program.

F. Step II

Upon the successful completion of a second set of eight (8) cumulative or rolling quarters, an employee shall receive a wage increase equal to six and one-half percent (6.5%) of the Employee's current base rate of pay for a total of thirteen percent (13%) above the base rate of pay.

Service Recognition Pay (SRP)	Performance Step 1: 6.5% (PSP)	Performance Step 1: 6.5% (PSP)	Total Service Recognition and Performance Step Pay
No SRP	6.5% PSP	6.5% PSP	13%
3.5% SRP	6.5% PSP	3.0% PSP	13%
7.5% SRP	5.5% PSP	0% PSP	13%
10.5% SRP	2.5% PSP	0% PSP	13%

G. Appeal Procedures

There will be two (2) bargaining unit members selected by the Union and two (2) Management members selected by management to serve on an Appeal Committee ("Committee"). If an employee feels they have not been evaluated fairly, the employee may file an appeal with the Committee within fifteen (15) working days of completion of the quarterly evaluation. The Committee will hear and resolve the appeal within fifteen (15) working days of its submission by the employee. If the Committee is unable to resolve the appeal, the appeal shall be heard and decided by the Union Business Manager or designee and the Human Resources Director or designee within five (5) working days of submission by the Committee of the unresolved appeal to them. This decision is final and not grievable.

H. Payment

Any eligible award will be effective the first full pay period after the final quarter.

Section 5.6 Call-Out

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

- A. An employee who is working in call-out status shall be compensated a minimum of two (2) hours at the factored overtime rate of pay, or all hours actually worked if the hours exceed the two (2) hours minimum. The employee is in paid status from the time they accept the call-out until the employee clocks out at the worksite.

An employee who is released from work and called back prior to the end of the two (2) hour minimum would still be considered on the same call-out, and continue to be paid at the factored overtime rate of pay.

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

Employees who are compensated under the standby provision will not be eligible to receive the one (1) hour guarantee if they resolve the issue over the phone while on standby. Employees on standby will be paid for actual time spent on the phone resolving an issue pursuant to the overtime provisions.

Section 5.7 Uniforms and Special Clothing

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

If the MOA no longer furnishes and maintains uniforms and special clothing required by the MOA or applicable OSHA or other applicable safety regulations, the parties agree to meet and confer.

Section 5.8 Employee Payment

All employees covered by this Agreement will be paid every other week on Friday, unless a recognized holiday falls on the pay date, then that payday shall be the last working day prior to the recognized holiday.

Section 5.9 Errors in Pay

When an error is noted in the pay between the submitted timecard and paycheck of an employee covered by this Agreement and brought to the attention of the payroll supervisor, such errors shall be corrected on the next payroll cycle. In the event the error is substantial (over ten percent (10%) of gross wages for the affected pay period) or an employee emergency, such errors shall be corrected by the end of the next business day. If the Municipality fails to correct confirmed errors in pay as described above, the employee shall receive fifty dollars (\$50.00) for each additional day the error in pay remains uncorrected.

When changes in contract language require software configuration, the fifty (\$50.00) per day fee as described above shall be waived as follows;

- A. The MOA will have ninety (90) calendar days to make major software configuration changes due to contract language changes agreed to by the parties and retro pay to the employees as required.
- B. The MOA will have sixty (60) calendar days to make minor software configurations changes like wage increases and pension increases due to contract language changes agreed to by the parties and retro pay to the employees as required.

Once configuration changes have been made in the time periods described above the fifty (\$50.00) per day will apply every day until the payment is received

Section 5.10 High Time Premium

All employees required to work seventy (70) feet or higher above the ground or safe floor level shall be paid, ground to ground or safe floor level to safe floor level, an additional straight time hour for all time worked (hour for hour) above applicable factored rate of pay.

Section 5.11 Reclassification Pay Adjustment

An employee whose position has been reclassified to a lower rate of pay as a result of the revised classification and wage schedule shall retain the current rate of pay for up to two (2) years except for wage increases under Article 11, so long as the employee remains in the present position. When the employee voluntarily transfers or promotes to another position within the MOA Departments covered by this Agreement, the employee shall receive the rate of pay agreed upon for the classification of that position.

Section 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 pay as authorized by law, Municipal policies and procedures (MOA P&P 40-15 and 40-10), or written agreement with the employee. Any such written agreement must be in concurrence with the Union. The employee shall be notified in writing of any deductions.

Section 5.13 Standby Pay

The pay will be two (2) hours each day, Monday through Friday, at the straight time factored rate of pay, and two (2) hours Holidays, Saturdays, and Sundays, at the overtime factored rate of pay. Any call resulting in their leaving their residence will be compensated at the applicable rate.

ARTICLE 6

BENEFITS

Section 6.1 Health and Welfare Benefits

A. Health and Welfare Plan

The Municipality agrees to contribute to the Alaska Electrical Health and Welfare Trust Fund (Trust/Fund) established by the Union and the Alaska Chapter of the National Electrical Contractors Association, Inc. for the purpose of providing certain health and welfare benefits to eligible employees.

B. Eligibility

Full time regular and temporary employees are eligible to participate in health, life and disability programs subject to the terms and conditions of the plan booklet provided by the Trust. Coverage begins on the first day of the first month which falls on or after the employee's date of hire. Coverage terminates the month following the employee's date of separation from the Municipality.

For example: an employee hired on June 1 will be covered for June. An employee hired on June 2 will be covered beginning July 1.

Any employee who obtains Health & Welfare coverage will also be covered under the Alaska Electrical Trust Fund Legal Plan.

C. Municipal and Employee Contributions

The first of each month, the Municipality shall pay the monthly contribution of \$2399.00 for each eligible employee.

Effective April 1, 2024, 2025, 2026, and 2027 the Municipality shall change the monthly medical contribution to the Alaska Electrical Health and Welfare Trust (rounded to the next dollar) for each eligible employee by the change in the Anchorage Medical CPI-U for the preceding year capped at seven percent (7%). The contribution amount shall not exceed the per employee cost of the Trust. The Union shall advise the Municipality of the pre-tax contribution (if applicable) amount that employees shall contribute per month to the Trust through payroll deduction.

Section 6.1.1 Health and Welfare Trust Plan

The MOA and Local Union 1547 agree as follows:

- A. Eligible MOA employees represented by Local 1547 will be enrolled in the Health and Welfare Plan.

- B. 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.
- C. The amount the employee contributes, if any, for Health and Welfare Trust, benefits will be split equally between the first two (2) pay days in each month.
- D. By entering into this Agreement, the Union agrees to relieve the Municipality 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.

Section 6.1.2 Health Care Reform

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

Section 6.1.3 Administrative Fee

Each employee will pay the sum of five dollars (\$5.00) per month as an administrative fee to the Municipality for processing employee contribution(s) to benefit programs under Article 6 of this Agreement. The administrative fee will be split equally between the first and second pay periods of each month.

Section 6.2 Employee Assistance Program

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

Section 6.3 Life Insurance

Section 6.3.1 Basic Life Insurance

Basic life insurance coverage, including accidental death and dismemberment, in the amount of fifty thousand dollars (\$50,000), will be provided by the Municipality for each regular employee.

Section 6.3.2 Supplemental Life and Accidental Death & Dismemberment (AD&D) Insurance

Regular employees may purchase on a voluntary basis, additional life coverage through post-tax payroll deductions in twenty five thousand dollar (\$25,000) increments to a maximum of two hundred thousand dollars (\$200,000). Coverage and premium rates will be determined by the insurance carrier.

Section 6.4 Retirement

- A. The Municipality shall pay into the Alaska Electrical Pension Fund an amount of eight dollars and fifty cents (\$8.50) per hour for each hour for which

compensation is paid by the Municipality. Effective the first full pay period of 2027, this amount will increase to eight dollars and sixty cents (\$8.60) per hour for each hour for which compensation is paid by the Municipality.

- B. Retirement Savings Plan. The first full pay period after Assembly approval of this Agreement the Municipality agrees to make contributions equal to 1.9% of each employee's gross wages to the Alaska Electrical Workers Retirement Savings Plan (Annuity Plan). Employees may also voluntarily contribute to the Alaska Electrical Workers Retirement Savings Plan upon presentation of a properly signed authorization form to the Municipality. The Municipality agrees to withhold and forward voluntary contributions authorized by an Employee. This authorization for deduction may be discontinued at any time by the employee, but there must be a three (3) month waiting period prior to reinstatement of the deduction.
- C. Movement of Monies. Not less than thirty (30) days prior to the effective date of a wage increase the employees shall be allowed to vote to take money from the increase and pay it to the pension. A majority vote shall determine the outcome. The Union shall conduct all aspects of this secret ballot vote and provide notice to the Municipality of the outcome.

Section 6.5 Legal Trust

The Municipality shall contribute twenty-five dollars and ninety-five cents (\$25.95) per month to the IBEW Group Legal Trust Fund for each regular and temporary employee who qualifies for health & welfare coverage for the month.

Section 6.6 Joint Apprenticeship Program

The Municipality shall contribute ten cents (\$0.10) per compensable hour for each employee, but not to exceed forty (40) compensable hours per week per employee, to a jointly administered apprenticeship program.

Section 6.7 Savings Plan

Eligible employees may participate, through payroll deduction, in the Municipality's 401(k) and 457 savings plans, subject to the provisions of the plans.

Section 6.8 Hardship and Benevolent Fund

The Municipality shall deduct and forward five cents (\$0.05) per hour for each hour of compensation of each employee within the bargaining unit to the IBEW Hardship and Benevolent Fund (IHBF). Such funds shall be forwarded in the same manner and form as other contributions herein.

Section 6.9 Political Action Committee Fund

Following thirty (30) calendar days of employment, an employee may voluntarily elect to participate in the IBEW Political Action Fund by signing an authorization form (supplied by the IBEW and acceptable to the Municipality) and submitting it to the Municipality. The Municipality agrees to deduct the amount indicated on the authorization form per pay period from the employee's wages to be submitted to the IBEW Local Union No. 1547 Political Action Fund. This money will be paid monthly with the dues withheld from each employee's payroll consistent with Section 2.9.3 of this Agreement.

In accordance with the requirements of Alaska State Law, the IBEW agrees that Political Action Committee funds shall not be used for political activity against the Municipality. This authority shall be revocable once per year by the employee by notice in writing delivered by mail, or in person, to the Human Resources Director and the Financial Secretary of the IBEW.

Section 6.10 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 Municipality. The Union agrees to cooperate with the Municipality 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 Municipality shall be on a voluntary basis.

ARTICLE 7

DISCIPLINE AND RESOLUTION OF DISPUTES

Section 7.1 Discipline

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

Section 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 as an employer.

The following are examples of behaviors for which discipline may apply:

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.

Section 7.1.2 Letters of Disciplinary Action Time Limits

Twelve (12) months from the date of the action concerned, and if no subsequent report(s) of similar violation(s) has been made, the Municipality shall be notified in writing by the employee to return its copies with respect to the disciplinary action from the employee personnel file to the interested employee.

Section 7.2 Grievance Definition

A grievance is defined as a complaint or dispute of an employee acting through the Union, arising under this Agreement and involving an alleged violation, misapplication, or misinterpretation of this Agreement. The MOA or the Union may file a grievance on its own behalf when the grievance alleges a violation, misapplication, or misinterpretation of this Agreement. MOA grievances are to be filed in writing commencing at Step Two of this grievance procedure.

A grievance may be filed by the Union on behalf of all employees who are similarly situated. Such "class action" grievances should identify known 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 or union representative, 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. The Municipality will inform the Union in writing of the names of the Agency Heads and Director with whom grievances should be processed under the grievance procedure hereinafter described.

Section 7.2.1 In order to deter undue delay in the processing of grievances, from the time the Municipality is first notified of an alleged violation (grievance), until the issue is resolved, including the decision of the arbitrator, the subject of the controversy shall remain status quo as prior to the alleged violation and prior to the filing of the grievance. Grievances involving discipline are not subject to status quo.

Section 7.3 Grievance Procedure

- A. While not considered a "grievance" as defined hereafter, employees and/or the Union Steward are encouraged to engage in informal discussions with Management to attempt to settle or prevent problems prior to the formal "grievance" in writing being filed.
- B. In the event that the problem cannot be thereby resolved, the grievance shall 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 shall contain the following information:

1. Nature of the grievance and the specific circumstances out of which it arose including the date of the occurrence;
 2. Remedy or correction requested;
 3. Article(s) and Section(s) of this Agreement alleged to be violated, relied upon, or claimed to have been violated;
 4. Date the grievance is submitted;
 5. Signature of the grievant (if applicable) and the union representative.
- C. In the application of this Article, "days" shall exclude Saturdays, Sundays, and recognized Municipal holidays. Nothing in this Article shall be construed to prevent settlement of a grievance by mutual agreement of the parties at any time.
- D. At each Step, the time requirements may be extended by mutual agreement in writing. 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 in favor of the non-defaulting party, without precedent.
- E. For cases involving discharge, the grievance procedure shall begin at Step Two of the procedure and the parties agree to make every effort to schedule the arbitration on an expedited basis.

Section 7.3.1 Step One

The written grievance shall be distributed to the Department Head or designee within ten (10) working days of when the event giving rise to the grievance occurred. The Municipality shall have ten (10) working days from receipt of the written grievance to meet with the Union and attempt resolution. Within ten (10) working days after the Step One meeting the Department Head, in concurrence with the Labor Relations Director or designee must issue a written response. All grievances settled at Step One or below are non-precedent setting.

Section 7.3.2 Step Two

Within ten (10) working days after receipt of the notice from Step One, the Union shall notify the Human Resources Director or designee that the grievance remains unresolved and that the Union wishes to appeal the grievance to Step Two. If notification is given, then the Union and the Human Resources Director or designee shall meet within ten (10) working days of that notice to attempt resolution. Within ten (10) working days after the Step Two meeting the Human Resources Director shall issue a written response.

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

Section 7.3.3 Step Three

The request for arbitration may be made by either party and must be made in writing within ten (10) working days of receipt of the Step Two response.

Section 7.3.4 Selection of the Arbitrator

If a request for arbitration is tendered, the Union and the Municipality will meet within ten (10) working days to agree on a mutually acceptable arbitrator. If no agreement can be reached, the parties shall select an arbitrator by the striking method from a list of seven (7) arbitrators supplied by the American Arbitration Association. The order for striking shall be determined by a toss of the coin. Arbitration shall commence as soon as possible following the appointment of the arbitrator. Responsibility for payment of the expenses of the arbitrator shall be borne by the party/parties as determined by the arbitrator.

Section 7.3.5 Arbitrability

Unless either party files the issue with the Court or the Employee Relations Board, when the arbitrability of a grievance is questioned, both parties agree that the same arbitrator shall be used to decide both arbitrability and the grievance issue itself.

Section 7.3.6 Authority of the Arbitrator

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. The arbitrator shall have no authority to add, alter, delete, or modify any 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.

Section 7.3.7 Decision of the Arbitrator

The decision of the arbitrator shall be reduced to writing unless waived by the parties and shall be final and binding on all parties. In the consideration of grievances files by or which concern bargaining unit employees who work for the Municipality, and in fashioning an award, if appropriate, the arbitrator will give due consideration to any differences in working conditions between such employees and the remainder of the bargaining unit so as to ensure that the award or any remedy which is provided is not overbroad in application to employees or working conditions which were not the subject of the grievance. Past practices of the parties may be considered by the

arbitrator in interpreting ambiguous contract language. In no case shall past practices be relied upon by the arbitrator to add a new provision or alter an unambiguous provision of a collective bargaining agreement.

Section 7.3.8 Existing Grievances

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

Section 7.3.9 Recognized Forms of Correspondence

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

ARTICLE 8

SAFETY AND TRAINING

Section 8.1 Safety

Section 8.1.1 Safety Standards

Safety is the responsibility of every employee. Management shall administer the safety program, and make every reasonable effort to insure that safety rules are observed by all employees. In return, it shall be the responsibility of the employees covered by this Agreement to make every reasonable effort to insure they act in a safe manner, observe all safety rules, and inform management of unsafe conditions. The MOA and the Union will cooperate in the designing and carrying out a safety program affecting all employees.

- A. State Safety Codes. All electrical work shall be executed in a safe and proper manner. The State safety code will serve as minimum standards. Both parties recognize the approval of the Alaska Department of Occupational Safety and Health Act and its applications to the terms of this Agreement.
- B. Work on Energized Circuits. When work is required on all energized circuits of 240 volts or greater, as a safety measure, either two (2) or more journeymen or a journeyman and a 2nd, 3rd, or 4th year apprentice shall work together. Also, as a safety measure, work required on energized current transformers shall require two (2) people.
- C. Manholes. When any work is being done in a manhole, there shall be a person stationed at street level as a safety measure when working conditions warrant.
- D. Weather Conditions. The journeyman shall be the judge as to whether or not extreme weather or abnormal conditions are suitable for the performance of dangerous or hazardous work when handling any voltage.
- F. Safety Clothing. All plastic hardhats, rubber gloves, liners, rubber boots, and other necessary rubber or plastic equipment used for the protection of employees working on live equipment, chemicals, or sand blasting equipment are to be furnished by the Municipality and shall be used by the employee(s) at all appropriate times. It shall be the duty of the foreman and leadman to ensure that all protective devices for handling high voltages are kept clean and in good condition. Rubber gloves shall be tested and cared for in accordance with OSHA Standard 29 CFR 1910-137 "Electrical Protective Equipment," the most recent ASTM Standard on "Electrical Protective Equipment for Workers," Hand lines and tackle shall be kept in good repair. The Municipality will provide flame-retardant clothing that is required by law.

- I. Safety Industrial Prescription Glasses. Personnel shall wear industrial prescription safety glasses (ANSI Standard Z87) when warranted by working conditions. The Municipality will pay for or provide the basic safety frame and tinted or untinted lenses.
- J. Safety Meetings. A safety meeting shall be held at least once a week for each individual shift work group, time as required unless it is mutually agreed by the parties that less frequent meetings are necessary. The Municipality shall also conduct regular safety meetings for each department on a monthly basis.
- K. MOA Safety Committee. The MOA Safety Committee is composed of one (1) representative from the employees, one (1) representative from the Municipality, and one (1) representative Safety Coordinator. Each of the three (3) aforementioned parties shall select its own Safety Committee representative.
- L. Red Tagging. Any rolling stock may be red-tagged if at least one (1) management representative and one (1) Union representative in this Agreement agree that the equipment under their jurisdiction requires repair prior to use.
- M. First Aid and CPR Training. Foremen, leadmen, and other employees as determined by each Division Manager will be required to receive First Aid and CPR Training from an approved facility. Certificates of training for each category will be kept current. The costs of training will be paid for by the Municipality.

Section 8.1.2 Safety Rules

- A. The regulations concerning safety and equipment standards shall be governed by the Local, State, and Federal Government Rules, which shall be followed by the MOA, the Union, and all employees.
- B. Employees shall be required to turn in equipment condition reports as prescribed by the appropriate department.
- C. All equipment that is unsafe shall be reported to the appropriate supervisor or designee, who shall take immediate steps to correct the items reported. No employee shall be disciplined for refusing to operate unsafe equipment.
- D. Employees must submit accident and injury reports prior to leaving the workplace at the end of the workday, if practical. Employees must use any and all safety equipment paid for or furnished by the Municipality. Failure of employees to use such safety equipment will subject the employee to appropriate administrative or disciplinary action.

- E. The Municipality shall furnish such safety equipment as is required for the safety of the employees. Safety devices and first aid equipment as may be required for the safety and proper emergency medical treatment shall be provided and available for all employees working under adverse conditions. The Municipality shall furnish seat belts for all vehicles. Employee shall utilize seat belts at all times while operating any equipment.
- F. Violation of Safety Rules and Standards. The Municipality shall ensure that all employees receive applicable established safety rules and standards and an explanation of such rules and standards. An employee who fails to comply with the applicable safety rules and standards is subject to disciplinary action.

Section 8.1.3 Protection of Municipal Property

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

Section 8.1.4 Emergencies

- A. The parties recognize that upon occasion, due to extreme and unforeseeable circumstances beyond the control of the Union or the Employer, the practices agreed to herein must be temporarily abandoned due to an emergency.
- B. An employer emergency occurs when a hazard to property or life is threatened, or substantial discontinuance of services is threatened. An employee emergency occurs when a situation arises where an employee is in a position of substantial personal loss due to uncontrollable events.

Section 8.2 Training

Section 8.2.1 Training Committee

- A. The parties to this Agreement, desiring to improve the training opportunities for local residents and to perpetuate the skills of the electrical service industry, hereby establish an apprentice and manpower training committee of four (4) members equally representing the Union and Management, which shall be known as the MOA Joint Apprenticeship and Training Committee. The Committee shall select co-chairmen from its members.
- B. It shall be the duty of the Committee to administer all apprenticeship and trainee programs affecting bargaining unit employees including, but not limited to, those in Electronics positions.

- C. The Committee will:
1. Review step rate placement for apprentice-trainees hired;
 2. Provide for establishing training standards and programs;
 3. Evaluate apprentice and trainee progress; and
 4. Determine the increase to each level to journeyman level; and
 5. Recommend whether an apprentice/trainee should advance to regular status or be terminated from employment.

Section 8.2.6 Apprenticeship Program

- A. An apprentice is an employee who is being trained to qualify as a journeyman in one of the electrical workers trades covered by this Agreement and who has been properly indentured by the AJEATT. All apprenticeship training will conform to the AJEATT Standards.
- B. Each apprentice shall be responsible for maintaining a monthly record of work experience on forms furnished by and submitted to the AJEATT. The Apprentice shall present this record to the AJEATT prior to any requests for advancement. All recommendations for advancement in this Program shall require a majority vote by the MOA Joint Apprenticeship and Training Committee.
- C. Apprentices in the Program will be placed in the wage scale commensurate with their placement in the AJEATT program.
- D. It is understood that this Program is certified under the Department of Labor, Bureau of Apprenticeship and Training and that each employee is indentured to the AJEATT Program, which is separate from the employment relationship between MOA and the employee.

ARTICLE 9
WORK RULES

Section 9.1 Schedules

Work schedules for employees shall be determined by the Municipality within the parameters set forth in this Agreement. With mutual agreement between the Municipality and the Union changes to schedules defined in the work rules can be modified based on operational necessity or on a temporary basis to attend training.

Section 9.2 General Government Work Rules

Section 9.2.1 General Traffic Work Rules

- A. Work Week. The normal work week will be five (5) consecutive eight (8) hour days, Monday through Friday. The work day will be an eight (8) hour day between 7:00 a.m. and 4:30 p.m. with a one-half (1/2) hour meal period around the middle of the shift. By mutual consent of the Municipality and the Union, a four (4) day ten (10) hour per day work week may be implemented, Monday through Friday, with hours 7:00 a.m. to 5:30 p.m. or 6:00 a.m. to 4:30 p.m. with a one-half (1/2) hour lunch break.
- B. Change in Shifts or Jobs. No employee will be required to lose any working time by reason of a change in shifts or jobs, except in cases of personal convenience or preference.
- C. Standby. The Traffic Engineer shall determine the qualifications for standby employees. Corrective action shall consist of responding to the complaint in person, or in calling the proper workman to do so. Employees serving standby duty shall carry a radio or beeper at all times so that contact can be made by emergency reporting personnel.
- D. General. Each Traffic Shop Foreman shall report directly to the Traffic Engineer or his designee. Personnel working in each Traffic Shop shall receive instructions from their respective Foreman or, in his absence, from the Acting Foreman.

Section 9.2.2 Electronics Shop (Signals Maintenance/Communication Electronics Shop) Work Rules

- A. Foreman. The Electronics Foreman shall be a working foreman. However, when three (3) or more workmen are used on any one (1) job, the Electronics Foreman shall not work with tools.
- B. Swing-shift Supervisor. The Swing-shift Supervisor shall be an Electronics Leadman and shall be responsible to the Electronics Foreman for swing-shift employee performance and for swing-shift productivity.

- C. Shop Leadman. At least one (1) workman shall be designated full-time shop leadman. Position to be determined by seniority if qualifications are equal. If work activity demands that other leadmen be designated on a temporary basis, seniority shall not be the prime consideration for their selection.
- D. Leadman. On construction jobs where more than one (1) workman is used, one (1) workman shall be designated as the leadman.
- E. Electronics Technician Upgrade. Position upgrade from Electronics Technician to Senior Electronics Technician will take place no earlier than six (6) months after permanent appointment or no later than twenty-four (24) months of service.
- F. Crew Make Up. At least one (1) Technician or Senior Technician shall be used on each job. However, on jobs requiring a second employee as a helper or for safety reasons, the second workman may be a qualified workman from one (1) of the other shops covered by this Agreement.
- G. Safety Watch. When operating above ground, at least two (2) qualified workmen shall be used and one (1) shall remain on the ground at all times. Pedestrian signals or other "step-ladder" work shall not be included in this provision unless considered hazardous due to traffic or other reasons.
- H. Wireman's Work. Maintenance or replacement of the power source shall be considered line work and a journeyman wireman shall be employed when performing this work. This shall also apply to any other work recognized by this Agreement as being within the lineman's jurisdiction. By mutual agreement between Traffic Engineer and the Union, other duties may be agreed upon which properly fall in the category of this shop.

Section 9.2.3 Paint and Sign Shop Work Rules

- A. Foreman. Paint and Sign Foreman shall be a working foreman.
- B. Safety Watch. When operating above ground, at least two (2) qualified workmen shall be used and one (1) shall remain on the ground except when washing street signs by mechanical means and both qualified workmen shall be on the washing equipment.
- C. Other Duties of Shop. By mutual agreement between the Traffic Engineer and the Union, other duties may be agreed upon which properly fall in the category of this shop.
- D. Paint & Sign Technician Upgrade. Regular Paint and Sign Technician I positions will be flex-staffed to Paint and Sign Technician II. Position upgrade from Paint and Sign Technician I to Paint and Sign Technician II will take place no earlier than six (6) months or no later than twelve (12) months of service upon certification of the Traffic Engineer to the Human Resources Director.

- E. Paint & Sign Swing-shift. Seasonally, at managements discretion (approximately from May 1st through September 30th) a shift of five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days, between 12:00 a.m. and 12:00 p.m., Monday through Friday, with a one-half (1/2) hour meal break. Meal breaks will be between 4:30 a.m. and 8:00 a.m. Regular employee positions on the shift will be filled by employees of the Paint & Sign Shop according to Article 3 of this Agreement. Temporary employees will be assigned to the shift by the foreman with the concurrence of the Shop Steward and Management Supervisor. Employees working the Paint & Sign Shop swing-shift shall receive a fifteen percent (15%) shift differential for all hours worked.
- F. Sign Installation. Only Municipal Traffic Engineering personnel in accordance with Municipal Title 9, Sections 9.060.090 and 9.14.010 will remove or install traffic signs within municipal right-of-ways.

Section 9.2.4 Facilities Maintenance and Building Safety Work Rules

- A. Work Week. The regular work week will be five (5) consecutive work days, Monday through Friday. The regular workday shall be eight (8) hours between 7:00 a.m. and 5:30 p.m. with one-half (1/2) hour lunch break during the middle of the workday. By mutual consent of the Municipality and the Union, a four day, ten (10) hour per day workweek may be implemented, Monday through Friday, 6:00 a.m. to 6:30 p.m. with a one-half (1/2) hour lunch break.
- B. Change in Shifts or Jobs. No employee will be required to lose any working time by reason of change in shifts or jobs, except in cases of personal convenience or preference.
- C. Standby. The Department Director shall determine the qualification for standby employees. Corrective action shall consist of responding to the complaint in person, or in calling the proper workman to do so. Employees serving standby duty shall carry a Municipal provided radio, beeper or cell phone at all times so that contact can be made by emergency reporting personnel.
- D. Foreman. The Foreman shall be a working foreman. However when three (3) or more workers are used on any one (1) job, the Facilities Maintenance Foreman shall not work with tools.
- E. Tools. Hand tools will be provided to personnel at the beginning of regular employment. It shall be the responsibility of all employees to maintain subject tools in proper working condition. Tools will only be replaced by the employer when worn out or broken in the performance of duty. Tools requiring such replacement will be subject to inspection by the Municipality. Upon termination, tools will be turned in to the Municipality.

ARTICLE 10

MISCELLANEOUS PROVISIONS

Section 10.1 Lockers

- A. The MOA will continue to furnish lockers in existing locations or where they are necessary as determined by the MOA. Any such lockers shall remain the property of the MOA which shall have free access to such lockers.

Section 10.2 Permits and Licenses

Any statutorily imposed permits or licenses required of the employees shall be at the MOA's expense. The MOA is responsible to provide any training and fees associated with such permits and licenses. A typical example is the Commercial Driver's License. If any change in State regulations requires additional licensing of existing personnel to perform required duties within their classification, all affected personnel will have a reasonable time to comply with this requirement.

Section 10.3 Alcohol Abuse and Substance Abuse

The parties recognize that alcohol and substance abuse are serious problems facing employers and employees. The parties agree that all employees are required to follow AMC 3.30.190 Substance Abuse Testing and MOA Policy and Procedure 40-22 Substance Abuse – Drug Free Workplace. The Municipality agrees to meet and confer with the Union prior to any changes to Code or Policy regarding this Section.

Section 10.4 Private Vehicles

Private vehicles are not to be used for MOA business except in the case of emergencies which involve major outages or clear and present danger to life or property.

Section 10.5 Revocation of License

- A. In the event an employee shall suffer a revocation of the employee's licenses due to a violation of any federal, state, or local law, as a result of work performed at the direction of the supervisor, 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 held prior to the revocation of the employee's license after the employee's license is restored.
- B. The employee shall lose no pay, benefits, or seniority upon the event of revocation of the employee's license because of a violation of federal, state, or local law, as a result of work performed at the direction of the supervisor.

- C. The MOA shall pay any expense and/or judgments rendered against the employee in the case of revocation of employee's license because of a violation or violations by the MOA of any federal, state, or local law.

ARTICLE 11

CLASSIFICATION AND WAGE RATES

		Current 2024 Wages	First full pay period of 2025	First full pay period of 2026	First full pay period of 2027
CLASSIFICATION	Percent of Base Rate	\$47.67	\$49.58	\$51.07	\$52.60
Electronics Foreman	115.00%	\$54.82	\$57.02	\$58.73	\$60.49
Electronics Technician Leadman	107.50%	\$51.25	\$53.30	\$54.90	\$56.55
Senior Electronics Technician	103.00%	\$49.10	\$51.07	\$52.60	\$54.18
Electronics Technician	100.00%	\$47.67	\$49.58	\$51.07	\$52.60
Electronics Technician Trainee	80.00%	\$38.14	\$39.66	\$40.86	\$42.08
Radio Installer III	85.00%	\$40.52	\$42.14	\$43.41	\$44.71
Radio Installer II	75.00%	\$35.75	\$37.19	\$38.30	\$39.45
Radio Installer I	65.00%	\$30.99	\$32.23	\$33.20	\$34.19
Technical Assistant	70.00%	\$33.37	\$34.71	\$35.75	\$36.82
Paint & Sign Foreman	100.00%	\$47.67	\$49.58	\$51.07	\$52.60
Paint & Sign Leadman	85.00%	\$40.52	\$42.14	\$43.41	\$44.71
Paint & Sign Technician III	80.00%	\$38.14	\$39.66	\$40.86	\$42.08
Paint & Sign Technician II	75.00%	\$35.75	\$37.19	\$38.30	\$39.45
Paint & Sign Technician I	65.00%	\$30.99	\$32.23	\$33.20	\$34.19
Journeyman Wireman Foreman	105.00%	\$50.05	\$52.06	\$53.62	\$55.23
Journeyman Wireman	100.00%	\$47.67	\$49.58	\$51.07	\$52.60
Journeyman Carpenter	85.00%	\$40.52	\$42.14	\$43.41	\$44.71
Electrical Inspector Foreman	112.50%	\$53.63	\$55.78	\$57.45	\$59.18
Electrical Inspector	105.00%	\$50.05	\$52.06	\$53.62	\$55.23
Structure Inspector Foreman	112.50%	\$53.63	\$55.78	\$57.45	\$59.18
Structure Inspector	105.00%	\$50.05	\$52.06	\$53.62	\$55.23
Elevator Inspector	115.00%	\$54.82	\$57.02	\$58.73	\$60.49
Chief Steward	128.00%	\$61.02	\$63.46	\$65.37	\$67.33

ARTICLE 12

TERMS OF AGREEMENT, RENEGOTIATIONS

Section 12.1 Effective Date and Duration

This 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, 2027.

Section 12.2 Renegotiation

A party wishing to negotiate a successor to this Agreement must notify the other party to 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 one hundred and eighty days (180) days before the expiration date of this Agreement. After negotiations have commenced, this Agreement will remain in full force and effect so long as the parties continue to bargain together in good faith; provided, however, the Agreement which results from negotiations will be effective as of the expiration date of this Agreement or of any annual extension thereof. If neither party properly notifies the other party of its intent to negotiate a successor Agreement, this Agreement will automatically renew for a period of one (1) year from its expiration date and for successive periods of one (1) year each thereafter for so long as there is no proper notification of an intent to negotiate a successor Agreement.


Section 12.3 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.

ACKNOWLEDGMENT AND CERTIFICATION

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

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



Municipality of Anchorage
Human Resources Director


IBEW Local 1547
Business Representative

SIGNATURE PAGE

To be signed subsequent to Assembly Ratification


MUNICIPALITY OF ANCHORAGE


Raylene Griffith
Labor Relations Director



Cheryl McKay
Assistant Municipal Attorney

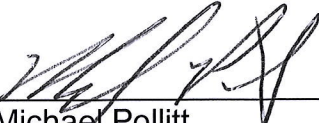

Tyler Andrews
Human Resources Director



Alden Thern
Chief Financial Officer



Suzanne LaFrance
Mayor

IBEW LOCAL 1547


Dusty Menefee
L1547 Business Representative


Michael Pollitt
L1547 Negotiations Team Member


Scott Gephardt
L1547 Chief Steward


Victor Fosberg
L1547 Negotiations Team Member


Doug Tansy
L1547 Business Manager

ATTEST:


Jamie Heinz
Municipal Clerk



CERTIFICATION

I certify that the foregoing Agreement was ratified by a majority vote of the members of the bargaining unit present and voting at a properly called meeting on the 25th day of April 2024.

IBEW Local 1547

Dated: 4/26/2024

By: Dusty Menefee

ITS 