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2
3 CLERK'S OFFICE
4 APPROVED

Requested by: Chair of the Assembly at
the Request of the Mayor
Prepared by: Dept. of Law
For Reading: May 7, 2013

5 Date: 5-21-13
6

7 MUNICIPALITY OF ANCHORAGE
8 ORDINANCE No. 2013-68
9

10 AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT
11 BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE PLUMBERS AND
12 PIPEFITTERS LOCAL 367 (UA 367).
13

14 WHEREAS, Anchorage Municipal Code section 3.70.130 requires
15 Assembly approval of all collective bargaining agreements in order for them
16 to be final and binding;
17

18 WHEREAS, both before and after the contract between them expired on
19 June 30, 2010, the Municipality of Anchorage and Plumbers and Pipefitters
20 Local 367 continued to negotiate a successor agreement to the contract;
21

22 WHEREAS, the parties were unable to reach an agreement and last best
23 offers were presented to an arbitrator;
24

25 WHEREAS, the Assembly did not approve the arbitrator's decision and the
26 parties agreed to continue negotiations pending resolution of litigation
27 related to the status of the parties' bargaining relationship;
28

29 WHEREAS, the litigation was resolved by decision of the Alaska Supreme
30 Court on March 29, 2013;
31

32 WHEREAS, the parties have reached an Agreement on a short term
33 contract that expires December 31, 2013; and
34

35 WHEREAS, the Administration has provided a copy of the Agreement, a
36 copy of the Letters of Agreement since 2010, and a Summary of Economic
37 Effects with this ordinance; now, therefore,
38


39 THE ANCHORAGE ASSEMBLY ORDAINS:
40

41 **Section 1.** The collective bargaining agreement between the Municipality
42 of Anchorage and the Plumbers and Pipefitters Local 367 attached hereto is
43 approved notwithstanding any potential conflicts with Anchorage Municipal

1 Code 3.70 arising out of amendments made by AO 2013-37(S-2)(as
2 amended).

3
4 **Section 2.** This ordinance shall become effective immediately upon
5 passage and approval.

6
7 PASSED AND APPROVED by the Assembly of the Municipality of Anchorage, this
8 21 day of May, 2013.
9

10
11
12 By 
13 Chair of the Assembly

14 ATTEST:

15 
16
17
18 Municipal Clerk

MUNICIPALITY OF ANCHORAGE
Summary of Economic Effects -- Utilities

AO Number: 2013-68

Title: **AN ORDINANCE APPROVING A COLLECTIVE BARGAINING
 AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND
 THE PLUMBERS AND PIPEFITTERS LOCAL 367 (UA 367).**

Sponsor: **MAYOR**
 Preparing Agency: Dept. of Employee Relations
 Others Impacted: AWWU

CHANGES IN REVENUES AND EXPENSES:	(In Thousands of Dollars)				
	<u>FY11</u>	<u>FY12</u>	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>
Operating Revenues:					
TOTAL OPERATING REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses:					
Wage Increase			\$ 1,317		
TOTAL OPERATING EXPENSES	\$ -	\$ -	\$ 1,317	\$ -	\$ -
Non-Operating Revenues:					
TOTAL NON-OPERATING REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Operating Expenses:					
TOTAL NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
NET INCOME (REGULATED)					
POSITIONS: FT/PT and Temp					
PUBLIC SECTOR ECONOMIC EFFECTS:					

PRIVATE SECTOR ECONOMIC EFFECTS:

AWWU adjusted ratepayer amounts in anticipation of increases and the above cost is within the amount budgeted. The amount shown consists of \$801,000 in lump sum payment primarily from past years plus \$516,000 in increased wage expense for increases now included in the base wage rate for 2013. As noted in the AM, this settles issues with Local 367 since expiration of its Collective Bargaining Agreement in June 2010.

Prepared by: Herbert Wilden, Director Labor Relations

Telephone: 907-343-4571

MUNICIPALITY OF ANCHORAGE
Summary of Economic Effects -- General Government

AO Number: 2013-68

Title: AN ORDINANCE APPROVING A COLLECTIVE BARGAINING
 AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND
 THE PLUMBERS AND PIPEFITTERS LOCAL 367 (UA 367).

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

CHANGES IN EXPENDITURES AND REVENUES:	(In Thousands of Dollars)				
	FY11	FY12	FY13	FY14	FY15
Operating Expenditures					
1000 Personal Services			\$ 174		
2000 Non-Labor					
3900 Contributions					
4000 Debt Service					
TOTAL DIRECT COSTS:	\$ -	\$ -	\$ 174	\$ -	\$ -
Add: 6000 Charges from Others					
Less: 7000 Charges to Others					
FUNCTION COST:	\$ -	\$ -	\$ 174	\$ -	\$ -
REVENUES:					
CAPITAL:					
POSITIONS: FT/PT and Temp					

PUBLIC SECTOR ECONOMIC EFFECTS:

The amount shown consists of \$107,000 in lump sum payment primarily from past years plus \$67,000 in increased wage expense for increases now included in the base wage rate. As noted on the AM, this settles issues with Local 367 since expiration of its Collective Bargaining Agreement in June 2010. Payroll taxes and PERS contributions are included in the cost calculation. This increase was incorporated in the 1st Quarter Budget approved by the Assembly.

PRIVATE SECTOR ECONOMIC EFFECTS:

Prepared by: Herbert Wilden, Director Labor Relations

Telephone: 343-4571

MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM

No. AM 287-2013

Meeting Date: May 7, 2013

1 **From: MAYOR**

2
3 **Subject: AN ORDINANCE APPROVING A COLLECTIVE BARGAINING**
4 **AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE**
5 **AND THE PLUMBERS AND PIPEFITTERS LOCAL 367 (UA 367).**
6
7

8 The Collective Bargaining Agreement between the Municipality of Anchorage and
9 the Plumbers and Pipefitters Local, UA 367 expired on June 30, 2010 and has
10 continued in force since that time under its own terms while the parties continued to
11 negotiate. The bargaining parties have essentially maintained the status quo during
12 negotiations, with several exceptions for operational changes set forth in letters of
13 agreement approved by the Assembly in 2012 regarding leave donation and in 2013
14 regarding Kronos/SAP implementation.

15
16 The parties proceeded to arbitration pursuant to AMC 3.70.110C. Arbitrator
17 Serdahely issued a decision on August 8, 2011. The award and financial analysis
18 of the award and of the Municipality's Last Best Offer (LBO) were presented to the
19 Assembly on August 16, 2011, pursuant to AMC 3.70.110C.10.b. However, by
20 Assembly action on August 30, 2011, the Arbitrator's Award failed to receive the
21 necessary eight votes.

22
23 On August 31, 2011, the day after the Assembly vote, the Union held a strike vote
24 resulting in a vote in favor of a strike to commence on September 2, 2011. With the
25 concurrence of the Union, the Municipality requested an injunction of the strike
26 which was entered on September 1, 2011 by the Superior Court. UA 367 requested
27 that the arbitrator's decision be imposed as a result of the strike being enjoined.

28
29 On February 10, 2012 the Superior Court ruled that the arbitrator's decision was
30 advisory and not binding, the parties were at impasse, and the Municipality may
31 impose its LBO. This decision was upheld by the Alaska Supreme court on March
32 29, 2013. Throughout the litigation time period, the parties continued to negotiate on
33 a successor agreement.

34
35 On March 26, 2013 the Assembly passed AO 2013-37(S-2)(as amended), which
36 amended AMC 3.70. The intent of AO 2013-37(S-2) (as amended) is to provide
37 direction for new collective bargaining agreements and specifically does not alter
38 the terms of existing agreements.

39
40 The unique and complex situation between for UA 367 has been challenging and
41 difficult. UA 367 members have been without a wage increase since 2009.

1 Imposition of the Municipality's LBO at this time requires substantial administrative
2 time and effort to implement retroactivity provisions, like back pay, and to
3 incorporate a new agreement that would expire June 30, 2013 under AO 2013-
4 37(S-2)(as amended). The Union and Administration have come to a mutual
5 agreement on resolution and payment of wages which avoids the time, expense and
6 complexity of implementing retroactive provisions. Also, the parties have agreed to
7 eliminate service recognition for new employees and the workers compensation
8 supplement for the current agreement, consistent with the arbitrator's decision in
9 2011. The parties have agreed to come back to the table later this year.

10
11 The situation is complicated in that a contract has not been in place for years and
12 even further complicated in that implementing the rest of the current agreement
13 (expired as of June 30, 2010) or the LBO may be in conflict with AO 2013-37(S-
14 2)(as amended) in regard to several provisions including: managed competition,
15 uniform benefit plans, and overtime calculation. But, both the Administration and
16 the Union would like additional time to incorporate the court's ruling and AO 2013-
17 37(S-2)(as amended) into their negotiating strategies before negotiating a long term
18 contract. The parties need more time to work through the unique issues presented
19 to them in this scenario, but also agree providing pay increases for the membership
20 now is the right approach, given the unique history of this situation.

21
22 Had the Administration imposed the Municipality's LBO in 2011, the members of UA
23 367 would have received additional compensation to date of approximately
24 \$988,000 through June 2013. Had the arbitrator's decision been imposed, the
25 membership would have received an additional \$2 million above the Municipality's
26 LBO.

27
28 In order to address the immediate concerns of the Administration and the Union, the
29 parties have reached a short term agreement which achieves the following:

- 30
31
- 32 • through wage adjustments, immediately recognize the service of the
33 union members over the last three years;
 - 34 • wage adjustments average 2.14% per year over the term of the
35 agreement (2010-2013) and is below the five year average CPI-U for
36 Anchorage.
 - 37 • puts the parties under contract until the end of December 2013; and
 - 38 • eliminates service recognition for newly hired and rehired employees
39 and suspends the workers compensation supplement, making
40 substantial progress toward the goals of AO 2013-37(S-2)(as
41 amended).

42 **THE ADMINISTRATION RECOMMENDS APPROVAL.**

43
44 Prepared by: William Earnhart, Assistant Municipal Attorney
45 Approved by: Dennis A. Wheeler, Municipal Attorney
46 Concur: Danielle Fegley, Employee Relations Director
47 Concur: George J. Vakalis, Municipal Manager
48 Respectfully submitted: Daniel A. Sullivan, Mayor

LETTER OF AGREEMENT

by and between

MUNICIPALITY OF ANCHORAGE

and the

Plumbers and Pipefitters Local 367

Subject: Collective Bargaining

Number: P&PF - 003

This Agreement is between the Municipality of Anchorage (Municipality) and the Plumbers and Pipefitters Local 367 (P&PF). The Municipality and P&PF are parties to a Collective Bargaining Agreement (CBA) which expired June 30, 2010. The parties have agreed to the following subject to Assembly approval:

- A wage increase of 5.0% effective the first pay period following Assembly approval of this agreement.
- Continuation of all CBA language from the contract expiring June 30, 2010 until December 31, 2013, including Letters of Agreement number 001 and 002.
- Service recognition under Section 5.6.6 and Section 5.6.7 will be eliminated for employees hired or rehired after Assembly approval.
- Under Section 4.12.B Injury Leave, the Workers Compensation supplement paid by the Municipality is eliminated effective the first pay period following ratification.
- No later than 15 business days from Assembly approval, payment of a lump sum to active employees rounded to the next hundred dollars calculated as follows:
 - 2.5% applied to year 2011 Gross Wages less allowances and reimbursements divided by 2; plus,
 - 2.5% applied to year 2012 Gross Wages less allowances and reimbursements ; plus,
 - 2.5% applied to year 2012 Gross Wages less allowances and reimbursements divided by 2; plus,
 - 5.0% applied to 2013 Gross Wages less allowances and reimbursements through the last full pay period in May 2013.

The following example is provided:

Employee Gross Wages:

2011	\$90,726	2012	\$ 86,392	May 2013	\$ 28,416
------	----------	------	-----------	----------	-----------

$\$90,726 \cdot .025 / 2 = \$1,134.08$

$\$86,392 \cdot .025 = \$2,159.80$

$\$28,416 \cdot .025 = \710.40

$\$86,392 \cdot .025 / 2 = \$1,079.90$

$\$28,416 \cdot .025 = \710.40

- $\$1,134.08 + \$2,159.80 + \$710.40 + \$1,079.90 + \$710.40 = \$5,794.58$
- Lump Sum Payment rounded to the nearest \$100: \$5,800.00

- A 2.5% increase effective the first full pay period in July 2013.
- The parties will each bare their own costs and fees from the previous litigation Titled UA 367 vs. MOA, case #'s 3AN-11-10463 and S14664.

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

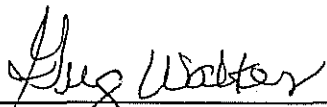
- A. This agreement complies with Anchorage Municipal Code section 3.70.130.
- B. Section 3.70.130 requires Assembly approval of all modifications and amendments, no matter how denominated.
- C. Absent Assembly approval as required by section 3.70.130, any modification or amendment, no matter how denominated,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


IN WITNESS WHEREOF, this Agreement is entered into freely and voluntarily by the signatures of the parties below.

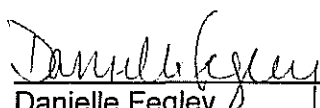
AGREED TO AND SIGNED FOR BY:

For UA Local 367 Plumbers & Pipefitters:

For MOA:



 Greg Walker 4/30/2013
 Secretary/Treasurer Date
 BUSINESS MANAGER




 Danielle Fegley 4/30/13
 Director, Employee Relations Date

**PLUMBERS AND PIPEFITTERS LOCAL 367
2006-2010 CONTRACT**

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PLUMBERS AND PIPEFITTERS, LOCAL 367

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PLUMBERS AND PIPEFITTERS, LOCAL 367

ARTICLE 1

PREAMBLE

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

ARTICLE 2

GENERAL PROVISIONS

Section 2.1 Purposes of Agreement

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

Section 2.2 Scope of Agreement

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

Section 2.3 Definitions

Section 2.3.1 Agency

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

Section 2.3.2 Anniversary Date

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

Section 2.3.3 Appointment

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

Section 2.3.4 Assignment

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

Section 2.3.5 Call Out

Employee status when called to work by the MOA at a time other than the employee's scheduled shift or when the employee is required to work additional hours that have not been scheduled by the MOA at least one-half hour prior to the end of the employee's regular shift. Contiguous work beyond the end of a regularly scheduled shift is not considered a call out.

Section 2.3.6 Department

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

Section 2.3.7 Director

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

Section 2.3.8 Division

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

Section 2.3.9 Emergency or Emergency Situation

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

Section 2.3.10 Full-Time Employee

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

Section 2.3.11 Immediate Family

As used in this Agreement, "immediate family" shall mean the employee's spouse, children, mother, father, mother-in-law, father-in-law, brothers or sisters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step father, step mother, step brother and sister, step children, grandparents, grandchildren and step-grandparents. It also includes other family members who reside permanently with the employee, and any person for whom the employee has been appointed as legal guardian.

Section 2.3.12 Night Shift

A shift which starts at 11:00 p.m. and ends at 7:00 a.m.

Section 2.3.13 On-Call

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

Section 2.3.14 Part-Time Employee

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

Section 2.3.15 Probation

Probation is the final step in the examination process in which the individual demonstrates his ability and fitness while management determines whether an employee is suitable.

Section 2.3.16 Section

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

Section 2.3.17 Standby

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

Section 2.3.18 Swing Shift

A shift which, starts at 3:00 p.m. and ends at 11:00 p.m.

Section 2.3.19 Temporary Employee

Temporary employees are additional employees hired to augment the workforce whenever the work load temporarily creates a requirement for additional help, to perform work associated with a particular season of the year, in the event of an emergency or unanticipated situation, or to relieve regular employees during absences. Temporary employees may be employed for a period not to exceed six (6) months total time in any twelve (12) month period. The MOA shall not use part-time or temporary employees to circumvent the need for regular full time employees. Probation does not apply to an appointment to a temporary position since a person so appointed serves at the pleasure of the appointing authority and is subject to summary removal for any reason or for no reason.

Section 2.3.20 Transfer

"Transfer" means a lateral movement of a regular employee from one position to another position in the same, a different, or a parallel class at the same range, without any break in service. Appointment of a temporary employee to a regular position in the same, different or a parallel class is not a transfer.

Section 2.3.21 Work Day

Twenty-four (24) hours commencing at Midnight and ending at Midnight.

Section 2.3.22 Work Unit

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

Section 2.3.23 Work Week

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

Section 2.4 Applicability of Personnel Rules Ordinance

To the extent where there is a conflict between this Agreement and the Personnel Rules (AMC 3.30), the provisions of this Agreement shall prevail. In the event this Agreement is silent or no conflict exists the Personnel Rules will be applicable.

Section 2.5 Recognition

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

Section 2.6 Non-Discrimination

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

Section 2.7 Gender

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

Section 2.8 Plurality

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

Section 2.9 No Strike, No Lockout

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

Section 2.10 Management Rights

Except as otherwise expressly provided in this Agreement, it is the right of the Municipality acting through its agencies to determine the standards of service to be offered by its agencies; determine the standards of selection for employment and job performance; direct its employees; take disciplinary action for just cause; maintain the efficiency of governmental operations, determine the methods, means, and personnel by which government operations are to be conducted; take all necessary actions to manage its organization and utilize the necessary technology for performing its work; require overtime; determine and enforce levels of productivity; establish and enforce work rules, policies or regulations required by federal or state law or court order; and take or direct any necessary actions in emergency situations, as defined in the Collective Bargaining Agreement.

Section 2.11.1 General Rights

The parties acknowledge and agree that the Union has the right and obligation to fairly and diligently represent the legitimate employment interests of MOA employees who are members of the bargaining unit covered by this Agreement. The Union shall have as its representative a business representative who shall be authorized to speak for the Union in all matters covered by this Agreement.

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

The MOA agrees that it will not in any manner, directly or indirectly, attempt to interfere between any employees and the Union, and that it will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in Union affairs, and that it will not discriminate against any employee because of Union membership or lawful Union activity.

No worker shall be discriminated against for upholding Union principles or for serving on a committee, and he shall not lose his position or be discriminated against for this reason. Any employee appointed or elected to office in the Union which requires all of his time shall not lose his established seniority with the MOA and shall be granted a leave of absence without pay for the duration of his term of office upon application. The MOA need not preserve the employee's position and will be obligated to return the employee only to a position in the department in which the employee was employed which is vacant and equal to or less than the position which the employee vacated, and for which the employee is qualified. The right to return to a vacant position shall last for one (1) year from the commencement of the leave and shall be subordinate to any employment preference applicable to the position.

Section 2.11.2 Union Security

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

herein. The request must be delivered to the MOA Director of Employee Relations or his designee, must state that the employee has failed to meet the membership requirements of this section 2.11.2, Union Security, and must request that the employee's employment be terminated.

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

Section 2.11.3 Dues Check Off

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

Section 2.11.4 Stewards

The Union may appoint such stewards as are set forth below. All stewards shall be working stewards. With prior approval by management, a steward may spend a reasonable amount of time during working hours without loss of pay attending to Union business within the department. The duties and activities of the shop steward shall include handling of complaints and grievances and administration of the Agreement. All of the shop steward's

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wages will be borne by the MOA. Stewards must document the time spent on union business on their timecards. Shop stewards may be granted leave without pay, not to exceed two (2) days each year for training purposes with prior approval of the agency and the Employee Relations Director. Where there is more than one shop steward in a location, the Union shall designate one steward as lead.

Recognized Stewards as listed:

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

Section 2.11.5 Union Business Representatives Visits to Employer Work Locations

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

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

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

Section 2.11.6 Jurisdictional Disputes

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

Section 2.11.7 Administrative Notification

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

Section 2.11.8 Bulletin Boards

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

Section 2.11.9 Leave Bank for Union Business

The Union has the right to maintain a Union leave bank through donations of annual leave from Union employees. Upon commencement of negotiations for a successor contract, the Municipality shall contribute 320 hours of leave to the Union leave bank to support the efforts of the employee members of the Union's negotiating team. The use of Union leave shall be at the sole discretion of the Union. Authorization for use of Union leave shall be signed by the Union's Business Manager or designee. The Union shall identify such designee(s) in writing, time off shall be scheduled with the employees' supervisor. At the request of the Union, the Municipality will provide an accounting of the leave balance in the bank.

Effective December 31, 2002, and every December thereafter, employees who fail to take the required number of hours of annual leave, shall forfeit those hours to the Union leave bank. The difference between the hours actually taken and the number of hours that should have been taken, shall be subtracted from the employees' annual leave accounts at the end of each year and deposited in the Union leave bank.

Section 2.12 Complete Agreement

The MOA and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The MOA and the Union, for the life of this Agreement, agree that although they have mutually agreed to discuss any subject relating to this Agreement or the wages, hours and working conditions of represented municipal employees, no party shall be obligated to reach an agreement or change an agreement with respect to any subject or matter specifically referred to or covered by this Agreement. This Agreement replaces and supersedes all prior understandings, agreements, side letters, letters of amendment and unofficial employment policies. Nothing in this section shall relieve the parties of their legal obligation to bargain in good faith with respect to mandatory subjects of bargaining, or the right to refuse to bargain over permanent subjects of bargaining.

Section 2.13 Amendment of Agreement

The MOA and the Union may by mutual agreement agree to modify or amend this Agreement at any time. No such modification or amendment shall be effective unless it has been reduced to writing, signed by both of the parties and ratified by the Anchorage Assembly and the Union.

Section 2.14 Separability and Savings

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

Section 2.15 Successors and Assigns

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

Section 2.16 Productivity

The overriding consideration in the establishment of productivity standards is an honest day's work for an honest day's pay. Since the issue of assuring the community that it is receiving the best services for its money is of critical interest to both management and labor, labor recognizes that the establishment of such productivity improvements is the right and obligation of management. It is further recognized that labor has a right to be informed and participate in the implementation of productivity standards.

Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. Work

procedures, schedules and assignments or any other means of increasing productivity may be established and/or revised from time to time at the discretion of the Municipality so long as no right guaranteed employees under this Agreement is violated.

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

Section 2.17 Contracting Out

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

Section 2.18 Meet And Confer

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

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

The parties recognize that the success of the MOA in conducting the affairs of government and the job security of MOA employees and effective administration of this Agreement depends upon mutual cooperation and frequent and effective communication among all parties. To these ends, the MOA and the Union fully encourage and pledge themselves to friendly and cooperative relations between their respective representatives at all levels and among all employees, whether or not covered by this Agreement.

Section 2.19 Provisions of Temporary Employees

- A. Temporary Employees are subject to Section 2.11.2, Union Security and Section 2.11.3, Dues Check Off.
- B. **Temporary Re-Hire:** Absent an unsatisfactory performance rating or termination for cause, Temporary Employees will have preferential opportunity for subsequent temporary employment in the same department and classification. Re-hire of temporary employees can be accomplished by name call through Local 367 Union Hall.
- C. **Temporary Hire Process:** The Municipality agrees to hire Temporary Employees in accordance with Section 3.1.
- D. **Extension of Temporary Employment:** The duration of a temporary employees' employment may be extended for an additional ninety (90) days when the Director determines and the Union agrees that exceptional circumstances exist. Agreement by the Union shall not be

unreasonably withheld; for example under such circumstances where a temporary employee was hired for a specific project and for unforeseen reasons the project cannot be completed within the six (6) month period.

- E. **Wages:** Temporary employees shall be paid the hourly wage rate for the classification in which they are working.
- F. **Grievances:** Temporary employees shall have access to the grievance and arbitration process in the Agreement except for decisions regarding separation of employment whereas they may file a grievance up through Step II in the grievance process.
- G. **Holidays:** Temporary Employees are entitled to recognized municipal holidays as provided in this Agreement so long as the employee works the normally scheduled work day immediately before and after the holiday. Temporary employees are not entitled to personal holidays.
- H. **Other Provisions of the Agreement:** Temporary Employees are entitled to overtime and shift differential as specified in Article 5. Temporary Employees are specifically excluded from participation in all other provisions of the Collective Bargaining Agreement between the parties unless expressly enumerated in this Article.

ARTICLE 3

HIRING, PROMOTION, DEMOTION, AND TERMINATION OF EMPLOYMENT

Section 3.1 Hiring Procedures

Both parties agree that prior to submitting a dispatch request to the hiring hall, the MOA shall recruit from employees represented by this agreement. Both parties further agree that prior to posting a vacancy to the public, the MOA will request a dispatch from the Union's hiring hall according to D (below).

- A. The Union agrees to maintain a hiring hall and to solicit qualified workers, both Union and non-union, in order to fill MOA requisitions for workers. The MOA agrees to use the services of the hiring hall and will call upon the Union to furnish all qualified workers the MOA may require in the classifications covered by this Agreement, subject to the terms and conditions set forth in this Section 3.1.
- B. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The Union agrees to not discriminate against non-union workers in referring workers to the MOA, and the MOA agrees not to discriminate against Union workers in selecting job applicants referred by the Union.
- C. The MOA retains the right to reject any job applicant referred by the Union.
- D. In the event the Union is unable to supply the MOA with qualified workers within forty-eight (48) hours (Friday, Saturday, Sunday and recognized holidays excluded) from when the call was received, the MOA may recruit workers from other sources. In this case, the MOA may recruit and hire pursuant to the provisions of the Municipal Personnel Rules (AMC 3.30). If the MOA hires outside of the hall, the MOA shall furnish the Union with the name(s) of any such workers hired, their classification, and date of hire.

- E. The MOA may fill vacant positions by recall from layoff or by transfer, promotion, or demotion.
- F. The MOA may fill vacant positions with existing bargaining unit members through departmental or Municipal recruitment announcements. Current temporary employees shall be eligible to apply for departmental and municipal vacant positions.
- G. The Union and the MOA agree to disseminate to employees and applicants for employment, notice of these hiring arrangements.
- H. Any alleged violation of this Article may be the subject of a grievance under Article 7 of this Agreement.
- I. If the MOA hires from the hall, the MOA shall furnish the Union with the name, classification, and date of hire for the selected individual no later than one week following the employee's hire date.

Section 3.2 Employment Probation

Purpose

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

Duration of Probation

- A. Every appointment to a position in the classified service shall be subject to a probation period as provided in this Article.
- B. Any employee who is initially hired for appointment under this Agreement shall serve a probationary period of six (6) calendar months. The following positions will only serve a period of three (3) calendar months: Journeyman Certified Plumber, Mechanical Inspector, and Mechanical Inspector Foreman (Working).

- C. Probation does not apply to an appointment to a temporary position since a person so appointed serves at the pleasure of the appointing authority and is subject to summary removal for any reason or for no reason.
- D. The Director may consider service rendered in a temporary position in connection with an assessment of a person's qualifications to apply for a position.

Former and Current Employees

A. Re-employed Employees

Re-employed employees shall be subject to a probationary period only to the extent of completing any incomplete probationary period, except that employees re-employed in a different agency shall be subject to the six (6) calendar month probationary period. Re-employed employees who are either a Journeyman Certified Plumber, Mechanical Inspector, or Mechanical Inspector Foreman (Working) shall be subject to the three (3) calendar month probationary period. Prior municipal service in a position in the same class series may be credited toward completion of the current probationary period if the break in municipal service does not exceed one (1) year.

B. Promoted Employees

Employees who have already satisfied their initial probationary period who are promoted to a different position shall serve a six (6) calendar month probationary period in the promoted position. Employees who are promoted to either a Journeyman Certified Plumber, Mechanical Inspector, or Mechanical Inspector Foreman (Working) shall be subject to the three (3) calendar month probationary period. This additional probationary period may be waived at the discretion of management.

C. Transferred Employees

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

D. Demoted Employees

When an employee is demoted to a position in a class where he previously held regular status, no probationary period shall be served, except in the case of demotion for disciplinary reasons.

When an employee is demoted to a position in which he did not hold regular status, the agency head shall decide whether a probationary period will be served, subject to approval of the Director. The employee concerned shall be notified of the decision, in writing, before the demotion.

E. Reallocation of Position

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

F. Acting Appointment and Acting Assignment

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

Status Upon Completion of Probation

A. Regular Appointment

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

B. Extension of Probationary Period

The probationary period of an employee may be extended for a period of time not to exceed three months at the option of the agency head and with prior approval of the Director. Notice of such extension and reasons for it shall be given in writing to the employee with a copy to the Director, prior to the end of the established probationary period. Such an extension does not, however, change the merit anniversary date after the probationary period is finally passed.

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

C. Separation During the Probationary Period

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

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

Section 3.3 Seniority

- A. Full-time employees shall be on a seniority list and part-time employees shall be on a separate seniority list. Seniority shall be measured from the most recent date of hire of the employee with the Municipality and may be modified by provisions of this Agreement concerning layoff and leave. Length of service seniority shall determine annual leave accrual rates, promotions (in the event of a tie in evaluations), order of layoff, recall from layoff and bumping rights.
- B. The Bargaining unit employee having the longest term of service in the department as a regular full time and/or regular part time employee, shall be first on the seniority list for the purpose of scheduling vacations in accordance with Section 4.3.2 (G) and for other purposes deemed appropriate by the department head including the bidding of shifts. If any employees share the same term of service date, the tie shall be broken by the employee's birthday. The employee whose birthday falls first in the calendar year prevails.

- C. The MOA shall provide the Union current seniority lists upon request. The lists shall be posted by the MOA.
- D. In the event that the Employer absorbs the business of, or merges with another employer, or is party to a merger of any kind, the seniority of the employees absorbed or transferred thereby shall be determined as in paragraph A above, and they shall be placed on the seniority lists as appropriate.
- E. Seniority rights shall be preserved with no loss of time, if within six (6) months of the date of promotion to a supervisory position outside the bargaining unit the employee returns to his former classification. During this period the employee must remain in good standing with the Union.
- F. Employee seniority shall be terminated by the following conditions:
 - 1. Discharge for just cause;
 - 2. Layoff of twenty four (24) months duration;
 - 3. Resignation or retirement;
 - 4. Failure to return from a leave of absence or vacation on agreed date unless prior approval has been obtained from the management supervisor in the employee's work unit. Should an unusual circumstance occur and prior approval cannot be obtained, it shall be the responsibility of the employee to submit evidence that such unusual circumstance occurred. The employee must in any case, notify the Employer within two (2) working days of such occurrence, and the expected duration of the absence. The MOA may waive termination of seniority in cases where unusual circumstances delay the employee's return.

Section 3.4 Evaluation of Employees

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

Section 3.5 Filling Vacancies By Transfer, Promotion Or Demotion

The MOA may elect to fill a vacant position by transfer, promotion or demotion of existing employees, rather than by requesting a referral from the Union hiring hall. When filling a vacant position by transfer, promotion or demotion the MOA shall follow the provisions provided as follows:

A. Promotion

Promotions shall be made on the basis of the most qualified and will require all applicants to be minimally qualified. A promotion is the filling of a vacancy by the advancement of an employee from a position having a lower salary range. Vacancies in the classified service shall be filled by the promotion of regular full time employees whenever practicable and in the best interest of the service. Promotions shall be based upon merit and bona fide occupational qualifications and will include the following criteria:

1. Establishing that employees meet the minimum qualification of recruitment announcements;
2. Acceptable driving history, as identified in Appendix A, where driving is a requirement of the job;

3. Results of competitive examinations when applicable;
4. Education and training as related to the job posting;
5. Acquisition of licenses, state certifications or other credentials within their field or a related field of expertise, beyond those minimally required as outlined in the job posting;
6. Experience and demonstrated ability to work effectively as an individual and part of a team;
7. Where Qualifications are determined to be equal using the above criteria, length of service within the department shall be used to determine the successful candidate.

B. Transfer

A transfer is the lateral movement from one position to another position in the same, or a parallel class at the same range, without any break in service. The transfer may be within an agency, or from one agency to another. An employee in a temporary position may not be transferred to a regular position.

1. **Within An Agency:** Transfer of a qualified employee within an agency from one position to another in the same class may be made without examination or certification at the discretion of the agency head.
2. **Between Agencies:** At the joint request of agency heads and with prior approval of the Director, a qualified employee may be transferred from one position to another in the same class, between two agencies.
3. **To A Parallel Class:** Transfer to a parallel class shall be made in accordance with (1) and (2) above, after it has been determined that the

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employee possesses the necessary qualifications and the Director has verified that the two classes involved have a sufficient relationship. The Director may require a written examination or other evidence for the purpose of determining the employee's qualifications for the new class.

4. **Employee Request:** An employee who desires a transfer within a department for personal reasons shall send his written request through normal department channels to the agency head, who will make the decision. An employee may request transfer from one agency to another for personal reasons. He shall send his written request to the Director with a copy to the agency head. If transfer is approved by the Director, the employee's name will be added as an unranked eligible to those certified for any position vacancy that occurs in this class thereafter, for consideration of the agency head concerned.
5. **Involuntary:** Any transfer between agencies, effected for the good of the service, without the consent of the employee, must be approved in advance by the Director. The agency heads concerned shall initially furnish an explanation in writing of the reasons for the change or transfer, and the employee will receive two weeks' notice, unless the circumstances prohibit notice or the employee waives the notice requirement.
6. **Employee Application For Transfer Or Promotion To Fill An Announced Vacancy:** An employee who applies for a transfer, promotion, examination or placement on any eligible list shall submit a Municipal Employment Application. Transfers or promotions shall be completed with the mutual agreement of the agency heads concerned and shall normally be effective within two weeks upon acceptance.

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

C. Demotion

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

1. Reasons:

- a. **For Lack Of Work Or For Cause:** An employee may be demoted for lack of work in his class or for cause. An employee may appeal his demotion for cause in accordance with Article 7.
- b. **Employee Request:** If, for personal or other reasons, an employee requests in writing that he be assigned to a position in a lower class, the agency head for that vacant position may make such a demotion with prior approval of the Director in writing. In such cases, the demotion will be deemed to have been made on a voluntary basis.

2. To A Lower Class In the Same, Parallel Or Different Class Series:

An employee may be demoted into a lower level position vacancy in a class series where the duties are the same, parallel or significantly different with the approval of the agency head for that vacant position and the Director. Such a demotion requires that the employee be qualified for the position to which demotion is requested. The Director may require a written examination or other evidence of the employee's qualifications.

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- D. A grievance or appeal which identifies an error in the transfer, promotion, or demotion decision, may result in reversal of the transfer, promotion, or demotion.

Section 3.6 Layoff, Displacement, and Recall from Layoff

The parties agree that the rights of the parties and employees and the rules concerning layoff, displacement, and recall from layoff shall generally be as set forth below:

A. Reason for Layoff

Layoffs may be necessary due to the following:

1. Elimination of a position in the workforce;
2. End of a substitute appointment upon return of the incumbent when the substitute's transfer to another position has not been achieved;
3. Failure of an employee to successfully complete the probationary period following promotion when the Director determines that there is no other position available to which that employee may be demoted or transferred; or
4. Material change in the duties of the position for which the employee lacks the necessary skills, knowledge or aptitude.

B. Layoff and Displacement Procedure

No employee shall be laid off except upon at least two (2) weeks advance notice. The Director shall first place an employee subject to layoff in another vacant position in the same job class within the agency that may be available, if the employee meets the minimum qualifications for that position as determined by the Director. An employee who is subject to layoff due to a reduction in force or material change in duties shall have the right to displace another employee only in accordance with the following conditions:

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1. Such displacement may occur only in the same agency as the position subject to layoff;
2. The employee subject to layoff must have more seniority than the employee to be displaced;
3. The employee subject to layoff must meet the qualifications for the position occupied by the employee to be displaced, as determined by the Director;
4. The displaced employee must hold a position in the same class, or a lower position within the same class series, as the employee subject to layoff;
5. The displaced employee must be the least senior employee meeting the conditions above.

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

C. Eligibility For Re-Employment

A layoff of more than two years shall constitute a break in service for the purpose of a person's entitlement to preferential re-employment rights. Acceptance of an appointment, other than a temporary or provisional appointment, to a position subject to the MOA Personnel Rules ordinance constitutes satisfaction of an employee's re-employment rights.

Section 3.6.1 Recall Rights

A laid off employee has recall rights within the agency from which he was laid off for two years after layoff. Recall from layoff shall be in order of seniority. A fully qualified (as determined by the MOA) laid off employee who has recall rights shall be given preference over all other applicants for a position. The laid off employee must maintain a current daytime telephone number and address with the department/agency head in order to preserve his recall rights. If an employee fails to respond and report for duty within ten (10) working days of call, all rights to rehire are relinquished and the Employer may consider such rights extinguished. This restriction (extinguishment of rehire rights) may be waived by mutual agreement of the parties to this Agreement. The rehire of laid off employees shall continue in order of seniority until the least senior person with rehire rights has been offered an opportunity to return to work through the manner herein described.

Section 3.7 Discipline and Termination of Employment

The Employer retains the right to discharge an employee with status for just cause provided, where applicable, progressive disciplinary measures have been satisfied. Just cause shall be generally defined as any legitimate business or disciplinary reason. Just cause shall include, but is not limited to, offenses such as theft, fighting, assault of a fellow employee, insubordination, gross disobedience, substandard performance or productivity, absence of an employee for three (3) consecutive working days without approval, habitual absenteeism and any reason set forth as follows:

"Just Cause" means that sufficient justification exists for the proposed action against an employee. "Just cause" applies to behavior by an employee which is detrimental to the discipline, public image or efficiency of Anchorage as an employer. As so defined, proof of any one of the following shall constitute "just cause":

1. Incompetency;
2. Inefficiency;
3. Lack of any of the qualifications required by AMC 3.30.024 D;

4. Insubordination;
5. Excessive absenteeism or tardiness;
6. Harassment of other employees or the public;
7. Violation of a written municipal procedure or regulation, which was known or reasonably should have been known to the employee;
8. Violation of an oral directive which was known or reasonably should have been known to the employee;
9. Conviction of a crime involving moral turpitude;
10. Violation of AMC 3.30.190 Substance Abuse Testing Policy;
11. Any other conduct recognized by reasonable persons as justification for serious discipline including dismissal.

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

Section 3.8 Work by Non-Employees

The MOA may use the services of volunteers whenever and wherever they may be offered, without violation of this Agreement. The Union joins the MOA in encouraging citizen involvement in the betterment of Anchorage. The use of volunteers shall not cause or contribute to the layoff or reduce the hours of any bargaining unit member.

The MOA may use the services of Alaska Job Corps students or interns from other educational institutions whenever or wherever

they may be offered, without violation of this agreement. The Union joins the MOA in encouraging the on-the-job training of students enrolled in these programs. The use of Job corps students shall not cause or contribute to the layoff or reduce the hours of any bargaining unit member.

ARTICLE 4

HOLIDAYS AND LEAVE

Section 4.1 Recognized Holidays

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

Section 4.1.1 Personal Holiday Accrual and Use

Beginning January 1, 2004, and each January 1 thereafter, regular employees shall accrue a personal holiday as follows:

- A. Regular full time employees working a five (5) day eight (8) hour shift shall accrue an eight (8) hour personal holiday.
- B. Regular full time employees working an alternate schedule shall accrue hours for a personal holiday as follows:
 - 1. Employees working on a 9-80s schedule shall accrue a nine (9) hour personal holiday.
 - 2. Regular full time employees working a four (4) day ten (10) hour shift shall accrue a ten (10) hour personal holiday.
 - 3. Employees working the Treatment Facilities Alternate Schedule shall accrue no more than a twelve (12) hour personal holiday, which is to be applied against one singular scheduled work day shift. In the event that the shift overlaps workdays, then the beginning of the shift is the start of the personal holiday.

- 4. Regular part time employees shall accrue a pro-rated personal holiday based upon the straight time hours which they are normally scheduled to work.

The personal holiday shall accrue on January 1, 2004, and each year thereafter and shall be based on the employees' status on that date. Employees shall take the personal holiday in a full day segment but may combine the personal holiday with annual leave up to the total hours that the employee would have been scheduled to work. The personal holiday must be taken during the calendar year in which it is accrued or be forfeited. It has no cash value.

Section 4.2 Holiday During Annual or Sick Leave

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

Section 4.2.1 Holiday Falling on a Regular Day Off

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

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

Section 4.2.2 Forfeiture of Holiday Pay

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

Section 4.2.3 Hours Calculation for Part-Time Employees

Holiday hours for part-time employees are prorated based on total hours worked the previous four (4) weeks, divided by 160 hours, and multiplied by eight (8) hours.

Section 4.3 Paid and Unpaid Time Off

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

Section 4.3.1 Accrual of Annual Leave

A. Annual Leave Accrual Rate

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

11 + years of service - 12.5 hours per pay period
- 2. Full-time employees hired after June 30, 1991 shall accrue leave at the following rates:

a. Cashable Annual Leave

- 0 - 2 years of service - 6.15 hours per pay period
- 3 - 5 years of service - 6.77 hours per pay period
- 6 - 10 years of service - 7.38 hours per pay period
- 11 + years of service - 9.23 hours per pay period

b. Non-Cashable Annual Leave

6 -10 years of service - 1.86 hours per pay period
11 - 19 years of service-2.62 hours per pay period
20 + years of service - 3.27 hours per pay period

- 3. The above accrual rates are pro-rated based on actual hours paid in each pay period, excluding overtime.
- 4. Regular Part-Time employees accrue pro-rated leave based on the total straight time hours worked in the pay period in accordance with this article.

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

B. Annual Leave Accrual While on Leave

Leave accrues during the period of time an employee is on paid leave. Such additional accrual shall be cancelled if the employee fails to resume duty on completion of his authorized leave. Leave does not accrue during periods of injury leave or leave without pay.

C. Annual Leave Accrual Limits

Accrued and unused leave may be carried over from one year to the next for the purpose of accumulating an Annual Leave Account, or reserve; however, on December 31 of any year an employee may not have more than 480 hours leave to his credit.

D. Sick Leave Accumulation

Sick leave does not accrue separately, like annual leave, on a regular basis; it accumulates through conversion of excess of hours of annual leave to sick leave as of December 31 of each year. Non-cashable annual leave under this article cannot be converted to cash.

Section 4.3.2 Regular Use of Annual Leave

- A. An employee shall be allowed to use any amount of accrued leave at the time he or she desires that will not be detrimental to agency operations, as determined by the Agency Head. Agency Heads shall establish a vacation leave schedule no later than January and shall give consideration to total municipal service in determining such schedules within each work unit.
- B. At least forty (40) hours of annual leave must be taken each year by December 31, with the exception that this limitation shall not apply to new employees until the second (2nd) December 31 following their date of hire. Employees who fail to take the full forty (40) hours of annual leave shall be considered to have forfeited those hours as if they had been taken. The difference between the hours taken and forty (40) hours shall be deducted from the employees' leave account at the end of the year and contributed to the Union Leave Bank. It is the responsibility of the Agency Head to ensure that work is conducted and leaves scheduled so that each employee shall have the opportunity to use his leave at a time that most nearly meets his desires.
- C. Whenever, in the opinion of the Mayor, it is not feasible or in the best interest of the service to grant earned leave to an employee, the Mayor may authorize exceptions to accumulation rules or cash in lieu of leave not to exceed eighty (80) hours in any calendar year providing the employee shall retain at least eighty (80) hours of leave in his account.
- D. Part time employees leave usage requirement will be pro-rated based on hours worked.
- E. **Cash-In**

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

provided the employee retains at least eighty (80) hours of annual leave in his or her annual leave account following cash payment.

F. Donation of Leave

Employees may volunteer to donate cashable annual leave to fellow employees, for any reason including for the conduct of Union business. Donating cashable annual leave for payment of services or purchases or in lieu of cash transactions to an employee is prohibited. The hours donated shall be at the discretion of the donating employee(s). The donation form must be approved by the requestor's supervisor before initial distribution. All donated leave will be converted into non cashable annual leave upon transfer, and once transferred will not be refunded back to donating employee(s) for any reason.

The MOA retains the right to determine the process by which donated leave will be transferred. For instance, the MOA retains the right to select the first donating employee's donation for transfer, rather than being required to select pro rata among all donating employees. Additionally, the MOA retains the right to limit hours transferred to a maximum of eighty (80) per pay period.

All leave applicable to this paragraph is subject to requestor's Supervisor's approval.

G. Vacation Scheduling

Vacation scheduling will be done by work unit as follows: The employee with the most seniority will select up to two (2) blocks of leave not to exceed one hundred twenty (120) hours total in length. The next most senior employee will do the same and this selection process will continue through the seniority list until each employee has made his initial selection. Then the process will be repeated, except that each additional block of leave limited to forty (40) hours will be made available to each employee on down the seniority list. This up to forty (40) hour leave block selection process can be repeated as needed until

the necessary work unit leave is scheduled if any prescheduled-leave is cancelled, the blocks of leave time shall be made available to the next most senior employee in the work unit.

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

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

Section 4.3.3 Annual Leave Conversion and Cash-In

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

A. Cash-In

All hours of cashable annual leave in excess of 480, unless committed, or converted to cashable sick leave under (B) below, shall be paid in cash to the employee on the last pay period prior to December 31.

B. Sick Leave Conversion

Upon the written request of the employee prior to December 31, up to eighty (80) hours of excess cashable annual leave may be committed each year into a separate cashable Sick Leave Account which shall have a cash-in value upon separation.

C. Advance Leave Pay

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

D. Annual Leave at Termination

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

Section 4.4 "INTENTIONALLY DELETED"

Section 4.5 Non-Cashable Sick Leave Account

Effective May 5, 2003, non-cashable sick leave account balances shall be frozen. Employees may use hours in their non-cashable sick leave account as follows:

- A. An employee may use accrued sick leave for absence due to illness, injury, exposure to contagious disease or due to illness or death in the employee's immediate family requiring the employee's personal attendance. Doctor or dental appointments shall be included as cause for sick leave usage.
- B. An employee who is absent shall inform his immediate supervisor of the fact and reason therefore as soon as possible, and failure to do so within a reasonable time may be cause for disciplinary action. Compensation for sick leave shall be made when leave is used. Advanced compensation for sick leave shall not be made unless approved in advance by the Director.
- C. The MOA may require a doctor's certificate before approving sick leave pay, certifying that the employee was ill or injured, verifying the nature and extent of the illness and injury and the employee's inability to perform his or her normal duties. The same type of doctor's certificate may be required for an absence to attend to an employee's immediate family member.

Section 4.6 Cash Value of Accrued Leave

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

Section 4.7 Bereavement Leave

A regular employee shall be granted three (3) days of paid leave for bereavement of an immediate family member while in Alaska, or four (4) days if travel out of state is required, for a deceased member of the immediate family. The definition of "immediate family" for the purpose of this article is defined in Section 2.3.11. Bereavement leave is not deductible from the employee's accrued annual or sick leave; however, at the employee's request, other appropriate leave shall be approved for up to fourteen (14) calendar days.

Section 4.8 Blood Donation Leave

Employees shall be allowed up to four (4) hours of paid time off per calendar quarter to donate blood. This paid time off shall not result in any loss of leave for the employee. The MOA shall require proof of donation before qualifying the employee to receive the paid time off. Such paid time off for blood donation must be scheduled with the consent of the MOA.

Section 4.9 Court Leave

Employees called for jury duty shall be treated as being on approved paid time off. Service in court when subpoenaed as a witness for the Municipality or to testify as an expert witness in a matter relating to their position with the Municipality or to testify in

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a matter directly related or as a result of their employment with the Municipality will be treated the same as jury duty. Swing shift and night shift employees will be temporarily reassigned to the day shift for the day(s) of such testimony and shall be compensated at their regular rate of pay, provided that such days are part of their regularly scheduled work week. Such paid time off shall be for the hours the employee was otherwise scheduled to work and shall not be deducted from the employee's personal (vacation) leave account.

- A. During Court leave, employees shall be paid their regular pay, including any longevity to which they may be entitled. However, employees shall report and shall have fees paid to them by the court, exclusive of travel, parking and subsistence allowances, for this period deducted from their regular pay.
- B. Employees shall provide their agency head with a copy of a notice of call for jury duty or a subpoena requiring their attendance in court immediately upon receipt. Employees will report to the Clerk of Court on day(s) of jury duty.

Employees called for court or jury duty in the morning shall report directly to the Clerk of the Court rather than the job site. When excused or released from jury duty for the day, the employee may delay reporting for work for the period of time reasonably necessary to travel to and from home to change into work clothing.

Section 4.10 Military Training Leave

Any employee who must leave their job for "service in the uniformed services" shall be allowed up to fifteen (15) working days leave per calendar year for such purpose. During such leave, employees shall be paid the difference between their regular pay, including longevity pay, and their military pay and longevity, if any. Such military leaves shall not be deducted from accrued annual leave. Employees ordered to attend additional periods of military leave may take annual leave or leave without pay for such training. Employees who are on military inactive pay status may use their annual leave to receive compensation.

The employee shall give as much advance written or verbal notice to the MOA as possible and is required to provide bona fide

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military orders unless precluded by military necessity, or if the giving of such notice is otherwise impossible or unreasonable. Employees who are absent from employment by reason of service in the uniformed services shall be entitled to employment benefits and reemployment rights and benefits in accordance with federal law.

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

Section 4.11 Voting Time Leave

Employees may be granted leave for the purpose of voting in federal, state or municipal general or special elections if such leave is required by state statute or municipal ordinance. The MOA shall allow two (2) hours of time off without pay for employees to vote in a federal, state or municipal election if the employee's scheduled work time does not allow an aggregate time of at least two (2) hours within which to vote and verification of voting may be required. Proof of voting may be required.

Section 4.12 Injury Leave

- A. Any regular employee who is injured in the course of performing his duties, and who receives Workers' Compensation benefits due to that injury, shall be eligible for injury leave as provided in this section. If an employee fails to return to work within one (1) year after the date of the original injury, the Director of Employee Relations, or his designee, may terminate the employee's employment. An employee on injury leave may be required to work and perform light duty for which he is qualified and capable as determined by the department head after consultation with the attending physician. If an employee on injury leave

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performs light duty, they shall be compensated at their regular rate of pay for hours worked. The time during which an employee performs light duty for the MOA shall not be included in the one (1) year period.

- B. While an employee is on injury leave, health and life insurance coverage shall be continued in the manner prescribed by the Director of Employee Relations, or his designee. An employee shall not lose any pay for the first three (3) days after the injury, as measured from the date on which the Workers' Compensation payments are premised. The MOA shall supplement Workers' Compensation payments to the extent that the injured employee receives no more than eighty percent (80%) of current base pay, with longevity for one (1) year from the date of original injury.
- C. The Municipality's responsibilities under this Section shall terminate upon the occurrence of any of the following:
 - 1. As of the date on which the employee is declared by a physician to be permanently disabled, or in which a retirement plan commences to make disability or retirement payments to the employee;
 - 2. As of the date on which the employee returns to work with an unrestricted medical release, or on which he first engages in any occupation for wage or profit other than duties for the MOA;
 - 3. At the end of one (1) year following the date of the original injury; however, the time the employee spends performing light duties shall not be included in calculating the one (1) year period; or cancellation of the employee's Workers Compensation benefits payments.
- D. An employee shall be eligible for injury leave only upon satisfaction of the following conditions:
 - 1. The employee shall make a complete report of the injury to the Alaska Department of Labor through his agency head;

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- 2. The employee shall cooperate with the Director of Employee Relations, or his designee, to prepare and submit all forms and information related to the employee that the Director may request;
- 3. The employee shall cooperate fully with the Municipality's Workers' Compensation insurance carrier provided the employee's Workers' Compensation claim has not been contested; and
- 4. The employee does not use annual leave at any time.

Section 4.13 Leave Without Pay

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

Section 4.14 Medical Leave Without Pay

- A. **Requirements:** Medical leave without pay for non-occupational disability may be granted only:
 - 1. Upon the recommendation from the treating physician which outlines the specific nature of the disability, giving the date the disability began and estimating the date when the employee will be able to return to employment. A pregnancy shall be treated the same as any other disability; and
 - 2. Upon exhaustion of all but forty (40) hours of the employee's annual leave, and exhaustion or conversion of all of the employee's sick leave.

- B. **Duration:** Medical leave without pay may be granted for the treating physician's estimating term of disability, but not to exceed three (3) months. The Director, or his designee, may approve additional periods of medical leave without pay as provided in this Article, so long as all such medical leave without pay does not exceed one (1) year.
- C. **Benefit Entitlement:** For the first three (3) months of medical leave without pay, the employee shall receive medical and life insurance coverage, as determined by the Director, or his designee. Thereafter, the employee shall be entitled to receive such benefits only if he pays for them in the manner prescribed by the Director.
- D. **Replacement Of Employee On Medical Leave Without Pay:** Employees on approved medical leave without pay may be replaced by temporary, full-/part-time employees, depending upon the needs of the agency and the anticipated duration of the leave without pay. If it has been necessary to appoint a regular employee to replace the employee on medical leave without pay, the agency concerned shall appoint returning employees to a comparable position within the agency, or arrange for appointment in another agency of the MOA in a comparable position, if available, and if not, the employee shall be treated as having been laid off and shall be eligible for re-employment in accordance with the provisions of Section 3.6, Layoff And Recall From Layoff.

Section 4.15 Educational Leave Without Pay

- A. The Director or his designee, may authorize educational leave without pay to allow the employee to complete formal undergraduate or advanced degree requirements, if:
 - 1. Such education will be of benefit to the Municipality;
 - 2. The employee has been employed by the Municipality for at least two (2) years;

- 3. The employee has exhausted all but forty (40) hours of his or her annual leave and converted the maximum permissible amount of sick leave to annual leave;
 - 4. The agency head has certified that employee's absence is unlikely to have a serious effect upon the agency's performance; and
 - 5. No educational assistance shall be provided to an employee on educational leave without pay,
- B. A maximum of one (1) year may be granted for educational leave without pay.
 - C. **Benefit Entitlement:** An employee on educational leave without pay may pay for health and insurance coverage, as determined by the Director or his designee.
 - D. **Replacement Of Employee On Educational Leave Without Pay:** Employees on approved educational leave without pay may be replaced by temporary or full-part-time employees, depending on the need of the agency and the duration of the educational leave without pay. Employees shall resume their positions upon completion of educational leave without pay.

Section 4.16 Personal Leave Without Pay

A. Personal Leave Without Pay

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

- 1. The agency certifies that the agency is able to perform adequately if the leave is granted;
- 2. The employee has exhausted his annual leave and converted the maximum allowable amount of his sick leave account, provided that for personal leave requests that do not exceed thirty (30) days in duration this provision is not applicable.

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3. The initial leave is granted for no more than three (3) months, with the possibility of one (1) extension for an additional three (3) months upon the same conditions; and
4. The employee pays for the health insurance coverage that he may choose to receive as determined by the Director or his designee.

B. Sabbatical Leave of Absence

1. The agency head may approve an employee request for a sabbatical leave of absence every ten (10) years of continuous service under the following conditions:
2. The employee has a minimum of five (5) years of continuous service with the MOA;
3. The sabbatical does not exceed ninety (90) calendar days;
4. The employee is not required to exhaust his or her annual leave account;
5. The employee has requested the sabbatical absence at least three (3) months in advance. The employee is not required to provide any reason for the request, however, the employee cannot request a sabbatical if the reason for the sabbatical meets the conditions under Section 4.18, Family Leave.
6. Health insurance coverage is maintained during periods of paid leave.
7. If the employee wants to continue health insurance during periods of leave without pay, the employee is responsible for paying the premium; and
8. The employee is not entitled to leave accrual during any period of leave without pay.

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

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

Section 4.17 Programmed Leave Without Pay

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

Section 4.18 Family Leave

The Alaska Family Leave Act (AFLA) (AS 23.10.500 - .550) and the Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3) entitle eligible employees to periods of leave for childbirth, adoption, to care for a close relative with a serious health condition

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or if the employee is unable to perform his or her duties because of a serious health condition. This article is intended to comply with the requirements of those Acts. The terms used in this article have the meanings defined in those Acts.

1. An AFLA eligible employee shall have been employed by the Municipality for at least 35 hours a week for at least six (6) consecutive months or for at least 17.5 hours a week for at least twelve (12) consecutive months immediately preceding the leave.
2. A FMLA eligible employee shall have worked for the Municipality for 1,250 hours during the past twelve (12) consecutive months, immediately preceding the leave.
3. Eligibility for Family Leave is not gender based and is available to both male and female employees.
4. In all circumstances, it is the Municipality's responsibility to invoke the employee's Family Leave entitlements and protections upon receipt of information that the eligible employee is requesting leave for a qualifying family leave condition, commencing with the first day of Family Leave.
5. The parties recognize that in the event that an employee is eligible under both AFLA and FMLA, such entitlements shall run concurrently.

Section 4.18.1 Family Leave Entitlement and Notice

- A. Pursuant to the Federal Family Medical Leave Act, an eligible employee shall be entitled to a total of 12 work weeks of leave within a 12 month period for one or more of the following:
 1. the birth of an employee's child;
 2. placement of a child with the employee for adoption or foster care;

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3. the care of the employee's spouse, child, or parent, if such spouse, child, or parent has a serious health condition;
 4. the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position which may include a serious health condition related to a pregnancy.
- B. Pursuant to the Alaska Family Leave Act, an eligible employee shall be entitled to:
 1. eighteen (18) work weeks' of leave within a twelve (12) month period due to subsections A (1) and A (2) above (excluding placement for foster care); and
 2. eighteen (18) workweeks' of leave within a twenty-four (24) month period due to subsections A (3) and (4) above.
 - C. **Limitations on Eligibility:** An employee's eligibility for Family Leave for birth or placement of a son or daughter expires 12 months after the birth or placement.
 - D. Where the need for Family Leave is foreseeable based on an expected birth or placement or for planned medical treatment, the employee shall provide the agency head with not less than 30 days' notice before the date the leave is to begin. However, if such notice is not possible, the employee shall provide such notice as is practicable.

Section 4.18.2 Certification

- A. Employees requesting Family Leave shall provide certification of the circumstances on which the request is being made including the statement of a health care provider of the employee's pregnancy, spouse's pregnancy or a serious health condition of the employee or the employee's spouse, son, daughter or parent and documentation of placement or adoption proceedings.

- B. Prior to returning to work, employees who have been on Family Leave due to their own serious health condition shall present a certificate from the employee's health care provider that the employee is able to resume work.

Section 4.18.3 Measuring Period

The twelve (12) month period during which an employee is eligible for Family Leave shall be the "rolling" 12 month period measured backward from the date an employee begins any Family Leave.

Section 4.18.4 Coordination with Other Leave

- A. Employees requesting Family Leave shall first exhaust their accrued annual and sick leave before utilizing leave without pay. However, at the employee's discretion, a maximum of forty (40) hours of accrued annual leave may remain in the employee's leave account.
- B. Injury leave due to a serious health condition is considered Family Leave because of a serious health condition that makes the employee unable to perform the functions of his or her job. Family leave under these conditions run concurrently with Injury Leave.
- C. Employees who have exhausted their Family Leave may request Leave Without Pay under the provisions of 4.14 and 4.16.

Section 4.18.5 Benefit Entitlement

Health insurance coverage for employees on Family Leave shall be maintained on the same basis as such coverage is available to an employee who is actively at work during the first twelve (12) weeks of Family Leave during the measuring period. Employees on Family Leave beyond the first twelve (12) weeks shall be eligible for such coverage only to the extent he or she pays for it in a manner prescribed by the Director.

Section 4.18.6 Replacement of Employee on Family Leave

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

Section 4.19 Unauthorized Absences

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

ARTICLE 5

COMPENSATION

Section 5.1

Wage Rates

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

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

1. Effective the first full pay period on or after July 1, 2006, employees will receive a 2.5% increase.
2. Effective the first full pay period on or after July 1, 2007, employees will receive a 2.5% increase.
3. Effective the first full pay period on or after July 1, 2008, employees will receive a 2.5% increase.
4. Effective the first full pay period on or after July 1, 2009, employees will receive an amount equal to the Anchorage CPI-U for the prior twelve months ending June 30, 2008, not to exceed 2.5%.

Section 5.2

Starting Rate On Initial Employment

- A. Original appointment to any position shall be made at the entrance rate, and advancement from the entrance rate to the maximum rate within a pay range shall be by successive steps. Upon recommendation of the Agency Head, the Director may approve initial compensation at a rate higher than the minimum rate in the range for the class when the needs of the service make such action necessary, provided that any such exception is based on the applicant's experience and ability over and above the qualification requirements specified for the class, or if a critical shortage of applicants exists. Such approval shall be made in writing prior to appointment.
- B. Advancement from step to step within a pay range shall occur only on the anniversary date of the employee's

employment in that classification or pay range. Pay step increases shall not be delayed by any paid time off except for absences under Injury Leave in excess of thirty days. In the event of an upward reclassification or range change, the merit anniversary date shall remain unchanged.

- C. Journeyman Certified Plumbers at Facility Maintenance, and Mechanical Inspectors, shall be hired on original appointment to their position at the maximum pay rate, thus eliminating the successive steps for classifications.

Section 5.3

Overtime Pay

- A. Employees shall be paid at one and one-half (1-1/2) times their factored hourly rate of pay for overtime worked at the direction of the MOA.
- B. If due to an unforeseen operational emergency an employee is requested to work in excess of a continuous twenty-four (24) hours, all hours in excess of the twenty-four (24) hour period will be paid at two (2) times the regular rate of pay, (Meal breaks, rest breaks and comfort breaks are inclusive in this 24 hour period.)
- C. There shall be no pyramiding of overtime. Application of the overtime rate and a shift differential to the same hours worked shall not constitute pyramiding of overtime.

Section 5.4

Shift Differential

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

Section 5.5 Holiday Pay

Regular employees shall be paid holiday pay as follows:

- A. Regular full time employees working a five (5) day eight (8) hour shift shall be paid an eight (8) hour holiday.
- B. Regular full time employees working an alternate schedule shall be paid hours for a holiday as follows:
 - 1. Employees working on a 9-80s schedule shall be paid a nine (9) hour holiday.
 - 2. Regular full time employees working a four (4) day ten (10) hour shift shall be paid a ten (10) hour holiday.
 - 3. Employees working the Treatment Facilities Alternate Schedule shall be paid no more than a twelve (12) hour holiday, which is to be applied against one singular scheduled work day shift, the longer of the two (2). In the event that the shift overlaps workdays, then the beginning of the shift is the start of the holiday.
- C. Regular part time employees shall be paid a pro-rated holiday based upon the straight time hours which they are normally scheduled to work.

Section 5.6 Longevity Pay

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

Section 5.6.1 Length of Service

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

Section 5.6.2 Length of Service Date Computation

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

Section 5.6.3 Length of Service Date Determines

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

Section 5.6.4 Longevity Pay

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

- 115% of base pay after 20 years of total service
- 117.5% of base pay after 25 years of total service
- 120% of base pay after 30 years of total service

Section 5.6.5 Longevity Continuation

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

Section 5.6.6 Service Recognition

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

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

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

Effective January 1, 2006, employees will be allowed to advance a maximum of one (1) step in the current Service Recognition program, and will not be allowed to advance further during the term of their employment. Any one (1) step advancement will be effective on the date the employee previously would have been eligible to receive it, if no changes to the Service Recognition program had been made.

Employees hired or rehired after the ratification of this contract will not be eligible for Service Recognition.

Section 5.6.7 Gain Sharing

A Gain Sharing Program will be developed with a team consisting of two (2) management employees, two (2) Local 367 union members, and one (1) representative from the public, mutually agreed upon by both parties, no later than December 15, 2006. A Gain Sharing Program, ratified by the employees, will be effective January 1, 2007, with pay outs to employees not to exceed 3.5% of base pay.

Should the team be incapable of developing a Gain Sharing Program by December 15, 2006, then the Service Recognition Program as listed in the April 23, 2003 through December 31, 2005 contract will remain in place.

Section 5.7 On-Call Pay

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

Section 5.8 Call Out Pay

Employees who are working in call out status shall be compensated at one and one-half (1 1/2) times their factored rate of pay for all hours worked, except as stipulated in Section 5.3, with a guarantee of at least four (4) hours of pay at the factored straight time rate for each call out. The MOA agrees not to use shift change language to avoid paying call out pay for those members required to attend meetings outside their standard shift time.

Section 5.9 Travel Pay

Employees performing work related travel at the direction of the MOA shall be compensated and/or reimbursed as specified in MOA Policy and Procedure 68-1 and 68-2.

Section 5.10 Meal Allowance

If employees are entitled to a meal allowance, they will be paid \$11.00 to partially cover the cost of the meal.

Section 5.11 Deductions From Pay

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

Voluntary Deductions

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

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

Section 5.12 Work In Different Classification

- A. When an employee is temporarily assigned to work two (2) or more consecutive hours in a higher classification within the bargaining unit, the employee will be compensated at five (5) percent above his or her current rate of pay for all hours worked in the higher classification. A responsible MOA representative other than the person whose position is being filled must make the assignment. When an employee is temporarily assigned to work in a lower classification, the employee will be compensated for all hours worked in the lower classification at his regular applicable rate of pay.

This article shall cover employees assigned in a training capacity only when the employee is the sole operator and his or her performance is not being continuously monitored on-site at the time. An employee assigned in a training capacity, who is accompanied by another operator for training purposes or whose performance is being continuously monitored on-site is not covered by this article.

The MOA shall designate an employee to perform the duties of leadman on a shift or job with regularly assigned foreman or leadman when foreman or leadman is absent for at least two (2) hours. Activities incidental to the duties of a foreman or leadman normally occurring during the day, to include comfort and lunch breaks, are not to be construed as absences.

- B. In the event a Foreman or Leadman is attending a full day training session or meeting, the MOA shall designate a bargaining unit employee to perform the duties of that position.
- C. Assignment to a Non-Represented Position.
 - 1. When a bargaining unit employee is assigned by management to perform the duties of a non-represented position for one full work day but no more than five consecutive full work days, while also fulfilling their normal assigned position, the employee shall be paid (10) percent above the employee's base pay.
 - 2. When a bargaining unit employee is assigned by management to perform the duties of a non-represented position for a period greater than five consecutive full work days, the employee will be relieved of his or her normally assigned position and the MOA will backfill the employee's normally assigned position. Both of the bargaining unit employees assigned will be paid five (5) percent above the employees' base pay for the assignment.

Section 5.13 Reclassification Request

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

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

Section 5.14 Pay Day and Pay Time

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

Section 5.15 Errors in Pay

There shall be no liability on the part of the MOA with regard to the preparation and delivery of paychecks other than for intentional misconduct. The MOA will reimburse an employee for any proven loss suffered by the employee as a result of intentional misconduct in the preparation and delivery of the employee's paycheck. Confirmed discrepancies in pay will be corrected by the MOA by the next payday occurring more than seven (7) days after the discrepancy is confirmed. Failure of the MOA to correct confirmed discrepancies by the next payday occurring more than seven (7) days after the discrepancy is confirmed shall entitle the employee to receive eight (8) hours pay for each day after the payday during which the discrepancy remains uncorrected.

Section 5.16 Mid-Term Classification Changes

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

Section 5.17 Building Inspections Schedule

Building inspectors required to work on Saturday or Sunday or the employee's scheduled days off will be paid a minimum of 4 hours at the applicable straight time rate regardless of hours worked.

ARTICLE 6

BENEFITS

Section 6.1

Health Program

A. MOA Health Care Plan Through June 30, 2010

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

B. MOA Health Flex Plan Effective January 1, 2006

Effective January 1, 2006, all eligible employees will be covered under the Municipality of Anchorage's Health Flex Plan. The Health Flex Plan offers comprehensive medical, dental, audio, and vision coverage with a variety of options from which the employee chooses the level of coverage for the employee, spouse, and eligible dependents.

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

In the final quarter of each calendar year beginning in year 2006 the Municipality shall hold a thirty (30) day enrollment period for employees to select coverage in the Health Flex Plan. The options selected by the employee shall become effective January 1 of the next year beginning January 1, 2007.

C. Eligibility

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

D. Municipal and Employee Contributions

Effective January 1, 2006, the Municipality shall contribute a flexible benefits plan credit rate amount of \$921.77 per month for each eligible employee.

Beginning January 1, 2006, and each year thereafter, eligible employees shall pay, by payroll deduction, any difference between the Municipality's contribution and the total premium required to provide the health care options selected by the employee for the employee and qualified dependents. Subject to the satisfaction of applicable law and regulations, such employee contributions will be on a pre-tax basis.

Effective the first full pay period on or after July 1, 2006, the MOA shall contribute a base contribution rate amount of \$1,050 per month for each eligible employee.

Effective January 1, 2007, the MOA shall contribute an amount equal to the amount contributed for non-reps and executives.

Effective January 1, 2008, the MOA shall contribute an amount equal to the amount contributed for non-reps and executives.

Effective January 1, 2009, the MOA shall contribute an amount equal to the amount contributed for non-reps and executives.

Effective January 1, 2010 through June 30, 2010, the MOA shall contribute an amount equal to the amount contributed for non-reps and executives.

Should the amount contributed for non-reps and executives drop below the 2006 rate during the life of this contract, the MOA and Local 367 will renegotiate health benefits.

The monthly insurance premium is the dollar amount set by the insurance carrier at the beginning of the policy year, for the appropriate rating group, that is required to provide the agreed upon coverage to employees and their eligible dependents. No later than November 1 of each year, beginning in 2006, the MOA shall provide the Union written notice of the premium rate for the next calendar year.

There shall be no return or refund of premium of any kind to any employee.

E. Life Insurance

Effective January 1, 2006, basic life insurance coverage, including accidental death and dismemberment (AD&D), in the amount of \$10,000, will be provided for each covered employee at the Municipality's expense under the Health Flex Plan. The employee will have the option of purchasing increments of \$15,000, \$30,000 or \$45,000 and up to a maximum of \$200,000 in supplemental life insurance. The premium for any supplemental life insurance coverage shall be paid by the employee through payroll deduction.

F. Long Term Disability

Effective January 1, 2006, long term disability coverage in the amount of sixty (60) percent of the employee's annual salary up to a maximum of three thousand dollars (\$3,000.00) per month, will be provided, at Municipal expense, for each eligible employee who works a minimum of thirty (30) hours per week. The Municipality's 2006 premium for the long term disability coverage it provides will be \$10.01 per month.

G. Short Term Disability

Short Term Disability coverage does not cover employees off work on Workers' Compensation injuries.

Effective January 1, 2006, short term disability coverage is available to employees enrolled in the life insurance program and will be provided under the Health Flex Plan in increments of \$100, \$200, \$300, \$400 or \$500 per week. Employees may elect the level of short term disability coverage and the premium for any supplemental coverage shall be paid by the employee through payroll deduction.

Section 6.1.H Wellness Program

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

Section 6.1.1 Health Care Cost Containment Committee

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

Section 6.1.2 Health Promotion

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

Section 6.2 Savings Plan

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

Section 6.3 Retirement

The MOA shall maintain, for eligible employees covered by this Agreement, the Public Employees Retirement System as legislated by the State of Alaska, and shall not diminish its current level of participation in the program.

Section 6.4 Health Care Reform

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

Section 6.5 Pre-Tax

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

ARTICLE 7

DISCIPLINE AND RESOLUTION OF DISPUTES

Section 7.1 Discipline

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

All valid disciplinary actions, except oral reprimands, shall be documented on a Disciplinary Action Report (DAR) form, unless the DAR meets the criteria listed below. A record of the date, time, and subject of an oral reprimand shall be maintained in the departmental personnel files for a twelve (12) month period. A completed DAR shall be forwarded to Employee Relations for inclusion in the employee's personnel file. At the end of a two (2) year period, at the request of the employee, the Director or his/her designee shall notify the department to return its copies with respect to the disciplinary action from all personnel office files to the interested employees.

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

Progressive counseling and/or discipline shall be defined as the following: (See Following Page)

Counseling Memo	Non-Disciplinary	Memo Removed After Twelve (12) Months With No Similar or Related Incident
Oral Reprimand	Disciplinary	Memo Removed After Twelve (12) Months With No similar or Related Incident
DAR	Disciplinary Which May Include:	
	Suspension	DAR Removed After Two (2) Years With No Similar or Related DAR
	Transfer	DAR Removed After Two (2) Years With No Similar or Related DAR
	Demotion	DAR Removed After Two (2) Years With No Similar or Related DAR
	Termination	---

Section 7.2 Grievance Defined

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

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

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

Section 7.3 Grievance Procedure

- A. The procedure for the resolution of grievances is hereby provided. When a situation arises which becomes a basis for a grievance, the Union and the Municipality will make every effort possible to informally resolve the grievance administratively. In the event that the 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. The nature of the grievance and the specific circumstances out of which it arose;
 2. The remedy requested;
 3. The Article(s) and Section(s) of this Agreement alleged to be violated, relied upon, or claimed to have been violated; and
 4. Date of alleged violation(s).
- B. In the application of this article, "days" shall exclude Saturdays, Sundays, and recognized Municipal holidays. Nothing in this article shall be construed to prevent settlement of a grievance by mutual agreement of the parties at any time. The expenses of the arbitration shall be borne equally by the Municipality and union representing the grievant.
- C. At each step the time requirements may be extended by mutual agreement. Failure by either party to follow the time limits for advancing the grievance to the next step in the grievance and arbitration procedure set forth below shall result in the grievance being resolved against the party failing to follow time limits without precedent.
- D. For cases involving discharge the grievance procedure shall begin at Step II of the procedure and the parties agree to make every effort to schedule the arbitration on an expedited basis.

Section 7.3.1 Step One

The written grievance shall be distributed to the responsible Department Head within ten (10) working days of when the event giving rise to the grievance occurred. The Employer shall have ten (10) working days from receipt of the written grievance to meet with the Union and attempt resolution. Within ten (10) working days after the Step I meeting the Department Head must issue a written response.

Section 7.3.2 Step Two

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

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

Section 7.3.3 Step Three

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

Section 7.3.4 Arbitrability

In the event that any question involving the procedural or substantive arbitrability of any grievance arises, such questions of arbitrability shall be arbitrated in a separate hearing prior to the commencement of arbitration on the merits of the grievance.

Different arbitrators shall be used for the two hearings. The hearing on the merits shall not commence until a decision is rendered on the arbitrability questions.

Section 7.3.5 Selection of the Arbitrator

The parties shall attempt to establish a permanent panel of predominantly Alaskan arbitrators within thirty (30) days of the effective date of the contract. The panel shall be initially established by the Employer and the Union each submitting a list of seven (7) arbitrators to each other. In the event that the name of any arbitrator appears on both lists, that arbitrator shall be considered accepted and shall be placed on the panel until a panel of seven arbitrators and two alternates is filled. The remaining vacancies shall be filled by the random drawing of the remaining names on both lists. In the event that a member of the permanent panel should withdraw or otherwise no longer be able to serve upon the panel, one of the alternates will fill that vacancy and parties will meet and select another alternate.

To select a specific arbitrator to hear any grievance properly appealed to arbitration, the parties shall alternately strike arbitrators from the permanent panel of seven (7) arbitrators until one name remains.

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

Section 7.3.6 Authority of the Arbitrator

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

The decision of the arbitrator shall be final and binding on all parties.

Section 7.3.7 Service

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

Section 7.3.8 Existing Grievances

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

Section 7.3.9 Personnel Files use in Arbitration

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

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

ARTICLE 8

WORK RULES

Section 8.1 Safety

Safety rules shall be as follows:

- A. The MOA and the Union will cooperate in designing and carrying out a safety program affecting all employees.
- B. The regulations concerning safety and equipment standards shall be governed by local, state and federal government rules, which shall be followed by the MOA, the Union and all employees.
- C. Employees shall be required to turn in equipment condition reports as prescribed by the appropriate department.
- D. All equipment which is unsafe shall be reported to the appropriate supervisor or his designee, who shall take immediate steps to correct the items reported. No employee shall be disciplined for refusing to operate unsafe equipment.
- E. Employees shall immediately report an accident and shall not leave the scene of the accident unless advised to by their supervisor or by a police officer or other appropriate official at the scene.
- F. Employees must submit accident and injury reports prior to leaving the work place at the end of the work day if practical. Employees must use any and all safety equipment paid for or furnished by the Employer. Failure of employees to use such safety equipment will subject the employee to appropriate administrative or disciplinary action.
- G. The Employer shall furnish such safety equipment as is required for the safety of employees. Safety devices and first aid equipment as may be required for safety and proper emergency medical treatment shall be provided

and be available for all employees working under adverse conditions. The Employer shall furnish seat belts for all passenger cars, pick-up trucks, and buses and employees shall utilize seat belts at all times while operating any equipment with seat belts.

- H. The Municipality shall establish regular safety meetings for each department on a monthly basis during working hours and all employees will be required to attend without loss of pay.
- I. The MOA shall provide employees who work in the field with the opportunity to be trained and certified in First Aid and CPR at the Employer's expense. The employer shall ensure there are a sufficient number of trained and certified employees on each job in accordance with State and Federal laws.
- J. Work involving the handling of Chlorine and Sulfur Dioxide cylinders shall be performed by no less than two (2) municipal employees.
- K. The MOA shall not require any employee to work more than twenty-four (24) consecutive duty hours. (Refer to Section 5.3 Overtime Pay for hours worked in excess of twenty-four (24) hours.)
- L. The MOA will not assign work to an employee who has not been properly trained, licensed, and/or certified to perform the work.
- M. The MOA is ultimately responsible for creating and maintaining a safe work environment. Employees have a critical and fundamental duty to report all safety hazards and unsafe work place conditions promptly to their supervisor. If the employee is not satisfied with the supervisor's response and believes the unsafe condition has not been corrected, the MOA encourages the employee to continue to take the matter up through the appropriate chain of command.

- N. The parties recognize and agree that the Union plays a significant role in promoting and enforcing the highest standards of workplace safety, through its membership. Appropriate safety standards cannot be maintained without the dedicated involvement of each employee. Employees must require of themselves and their colleagues a rigorous and professional approach to safety matters. Where it is appropriate the Union will address the matter through an internal process.

Section 8.2 Protection of Municipal Property

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

Section 8.3 Handtools

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

Section 8.4 Lockers

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

Section 8.5 Uniforms And Special Clothing

The MOA will furnish, launder and maintain uniforms and special clothing only where the MOA or applicable federal and/or state safety regulations require such uniforms and special clothing. Any such uniforms or special clothing provided by the MOA shall be returned to the MOA upon termination of the employee's employment. Uniforms will be provided in sufficient quantity to meet the needs for an employee's regular workdays within a two-

week period. The employee will be liable for loss or damage to uniform(s) not directly attributed to work.

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

- A. All AWWU employees covered by this agreement will be provided a clothing allowance of three hundred dollars (\$300.00) per year per employee to cover the cost of cold weather work clothing and gear. The allowance will be provided during the first full pay period of September of each year. Employees are responsible for laundering and upkeep of all clothing acquired by the employee.
- B. AWWU will continue to provide hip boots, rubber boots, rain gear and work gloves. AWWU shall continue to maintain existing laundry facilities at the current work locations, available for use by employees for clothing other than that specifically provided by the MOA, however, such laundering will be done on their own time.
- C. If an employee becomes contaminated with wastewater, chemicals, or other odorous contaminants during working hours, that person will be given adequate time to shower or clean up during their shift.

Section 8.6 Access To MOA Property

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

Section 8.7 Revocation of License

In the event an employee shall suffer a revocation of his license because of a violation or violations by the MOA of any federal, state or local law, the MOA shall provide suitable and continued employment for such employee at not less than the employee's standard rate of pay at the time of revocation of the license. The employee shall be reinstated to the position he held prior to revocation of his license after his license is restored. The

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employee shall lose no pay, benefits, or seniority upon the event of revocation of his license because of a violation of federal, state or local law by the MOA. The MOA shall pay any expenses and/or judgments rendered against the employee in case of revocation of the employee's license because of a violation or violations by the MOA of any federal, state or local law.

Section 8.8 Minimum Qualifications

Except in emergencies the following shall apply:

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

Temporary T-coding, from lower classifications, for the purpose of meeting the minimum requirements listed above shall not be acceptable or construed in anyway as meeting the minimum requirements of this section.

Section 8.9 Temporary Girdwood Assignment

Employees who are regularly assigned to the Anchorage Bowl Treatment Facilities, and are temporarily reassigned to the Girdwood Treatment Facility, will arrive at Girdwood at regular shift starting time and leave at regular quitting time and will be paid two (2) extra hours of straight time wages per day. Volunteers will be requested for any such reassignments.

Section 8.10 360 Degree Backhoe Premium

A Heavy Equipment Operator will operate the 360 degree backhoe; whenever a Journeyman Utilityman is required to operate a 360 degree backhoe, he shall receive compensation at 105% of his regular rate of pay.

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Section 8.11 Utility Inspections

Field Service Journeyman required to perform utility inspections on Saturday or Sunday or the employee's days off shall be paid a minimum of four (4) hours at the applicable straight time rate regardless of hours worked.

Section 8.12 Night and Swing Shift Structure and Compensation at AWWU/All Treatment Facilities

When the Operations Foreman is not present, the night and affected swing shifts shall have a regularly designated Senior Treatment Plant Operator who shall be assigned the position of crew leader and paid a 5% premium. No individual currently holding the position of Senior Treatment Plant Operator will be demoted or reclassified as a result of, or for the purpose of evading this agreement. Neither does this agreement preclude changes, which will achieve increased progression or career enhancement opportunities for plant operators.

Section 8.13 Employee Usage of Computers and Office Equipment

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

ARTICLE 9

MISCELLANEOUS PROVISIONS

Section 9.1 Educational Assistance and Incentive

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

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

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

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

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

Section 9.2 Union Training Program

The Union and the Municipality of Anchorage agree that it is in their mutual interest and in the interest of the employees to be trained in the fields of work and equipment covered by this Agreement. It is agreed that the Union and the Municipality shall establish a Training Committee consisting of equal membership from the Union and the Municipality to investigate and recommend to the Union and the Municipality certain apprenticeship or other training programs affecting employees represented by the Union. The Union and the Municipality agree to meet and confer during the term of this Agreement concerning the possible reopening of this Agreement to adopt the Training Committee's recommendations and/or establish one or more apprenticeship or other training programs, including, but not limited to, training in new technology and equipment.

The Training Committee shall meet no later than the end of the first quarter following ratification of this contract.

Section 9.3 Joint Labor Management Committee

The parties recognize that AWWU, like other water/wastewater utilities nationwide, needs to position itself to be continually more competitive. AWWU and the Union desire to work together toward that end.

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

Section 9.4 Cross Training and Multi-Skilling

The Union recognizes that the MOA has been working to design and develop cross-training and multi-skilling programs. Despite the best efforts of the parties, it does not appear that all the details can be addressed in time to include definitive language in this Agreement. The parties agree that prior to implementation of Cross-training and/or Multi-skilling (pilot and regular) projects, except cross-training as identified in Section 9.5 B, this Agreement will be reopened upon request for negotiations relative to these programs and such programs may be implemented mid-term upon mutual agreement of the parties.

Section 9.5 Training

- A. **Training Opportunities:** The Union recognizes that AWWU is in the process of designing a comprehensive training program. Consistent with that program the MOA shall provide training opportunities to interested employees within the employee's discipline to promote career development and to develop and maintain the skill and expertise of regular employees. Regular employees shall be retained in pay status while attending Employer sponsored or approved training. Regular employees shall be given preference over temporary and non-employees for training opportunities within the municipal workforce.
- B. **Cross-training:** The MOA supports and encourages the concept of cross-training opportunities for employees. Where business operations permit, employees may be granted a cross-training opportunity to fill in for another employee in a different work unit within the bargaining unit who is on leave or otherwise temporarily absent from the workplace; or fill in temporarily an existing vacant position during a portion or all of its vacancy period. No additional pay above the employee's regular rate shall apply when the employee is engaged in cross-training under this section.

ARTICLE 10

SCHEDULING

Section 10.1 Scheduling By Employer

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

Section 10.2 Rest Breaks

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

Section 10.3 Meal Breaks

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

- A. The beginning of the meal period may be accelerated or delayed, but not to exceed thirty (30) minutes, at the discretion of the management person in charge, to facilitate the orderly completion of the work schedule.
- B. Employees working overtime or on call-out may take a meal break. The maximum number of meal breaks permitted for employees in any given 24 hour period (from midnight to midnight) is three (3) total, allocated as follows:

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

- C. Employees called to work immediately before their regularly scheduled shift and who work more than one (1) hour prior to their regular starting time shall be allowed a meal break and a meal allowance.
- D. Employees in a continuation of shift or a holdover situation who work four (4) hours or more beyond their regular ending time shall be allowed a meal break and a meal allowance at the applicable rate.
- E. Where the nature of the work does not permit scheduled meal breaks, or where the MOA directs the employee to work without a meal break, the employee shall be compensated for the time worked at the applicable rate of pay.

Section 10.4 Overtime

A. Policy

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

B. Overtime

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

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

list until they return to work, at such time they will be reinstated at the bottom of the rotation of the volunteer list.

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

C. Hours Included in Calculating Eligibility for Overtime

Time on jury duty during a regularly scheduled shift and all hours paid as Municipal holidays, excluding, the personal holiday shall count as hours worked for the purpose of determining eligibility for overtime pay in the weeks in which these holidays fall.

D. Exception Shifts

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

Section 10.4.1

The MOA agrees to schedule employees with consecutive work days and consecutive work shifts, such as Day shift, Swing shift and Night shift to the maximum extent possible. Both the MOA and the Union agree that this effort directly affects the safety, quality of work and quality of life concerning both parties. Furthermore, any of these schedules may be modified to meet the Utility's or the operators needs as long as it is agreed upon by both the scheduling supervisor and the employee.

Section 10.5 Starting Times, Reporting Locations, And Work Schedules

The MOA shall schedule all reporting, starting and quitting times and reporting locations.

A. Work/Shift Schedule

1. A change to work/shift schedules (days of work and/or hours of work per day) for full-time employees will be posted on the appropriate workplace bulletin boards as far in advance as possible.
2. In the absence of unanticipated operational, emergency, safety needs or absences due to jury duty, work/shift schedules shall not be changed without a minimum of forty-eight (48) hours notice.
3. The forty-eight (48) hours notice shall be calculated from the time of notification but no later than the end of the employees shift on the day of notification.
4. If the MOA fails to notify or attempt to notify the employee of a change in work/shift schedules at least forty-eight (48) hours in advance, the employee shall be entitled to compensation at the overtime rate for all hours worked inside of the forty-eight (48) hour notification period.

B. Starting and Quitting Times or Reporting Locations

1. In the absence of unanticipated operational, emergency, safety needs, or absences due to jury duty, shift starting and quitting times and/or reporting locations shall not be changed without a minimum of twelve (12) hours notice.
2. The twelve (12) hours' notice shall be calculated from the time of notification but no later than the end of the employees shift on the day of notification.

3. If the MOA fails to notify or attempt to notify the employee of a change in shift starting and quitting times and/or reporting locations at least twelve (12) hours in advance, the employee shall be entitled to compensation at the overtime rate for all hours worked inside of the twelve (12) hour notification period.

Section 10.6 Shifts and Alternate Work Schedule

A. Shifts

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

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

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

The treatment facilities work schedule includes an alternate schedule consisting of eight (8) and twelve (12) hour alternate shifts. This current schedule is in place at the Point Woronzof Wastewater Treatment Facility and the Eklutna Water Treatment Facility. Not all bargaining unit employees at these facilities are regularly assigned to this alternate schedule.

Employee work units approved for an alternate schedule shall remain on the schedule for at least six (6) months, unless legitimate operational needs require otherwise, in which case the supervisor may return the work unit to the regular 5/8's schedule with at least two (2) weeks written notice.

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

Section 10.7 Guaranteed Relief

Employees are guaranteed a break of nine (9) consecutive hours between their regularly scheduled shifts. If an employee is required to report to work without having had this break, the hours he or she is required to work shall be paid at the overtime rate.

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

The employee shall have his or her start time delayed by the amount of time (delay time) necessary to provide the employee with nine (9) consecutive off-duty hours. Delay time shall be treated as hours worked and paid at the straight time rate.

Employees working overtime on callout(s) with an aggregate relief of ten (10) hours or more from the end of the prior regular shift and start of the next regular shift, are exempt from the guaranteed relief period, except as stated in paragraph 2 of this section.

Section 10.8 Call-Outs

All callouts shall be scheduled by the MOA. Employees who are called out by the MOA shall be guaranteed at least four (4) hours of pay at the straight time rate. The employee is in pay status from the time the call is accepted until the employee returns to his residence, with a maximum of thirty (30) minutes of travel time each way. Once an employee has arrived home, any subsequent call that requires the employee to return to work shall be considered an additional call-out.

Section 10.9 Standby Time

When employees are on duty and required to standby because of temporary breakdown or shortage of materials, temporary weather conditions, or for any other cause beyond their control, the employee shall be maintained in pay status.

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Section 10.10 On-Call Time

Qualified employees shall be in on-call status only when scheduled for On-Call by the MOA. On-call assignments will be made on a rotation basis, Wednesday to Wednesday, from a list established by the MOA, except as otherwise mutually agreed to by the parties. Time spent in On-Call status does not count as hours worked for the purposes of computing entitlement to overtime pay. (Refer to Section 5.7 On-Call Pay for compensation.)

Section 10.11 Travel

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

ARTICLE 11

CLASSIFICATIONS AND WAGE RATES

Section 11.1 Wage Scale – July 1, 2006

The following wage schedule is effective the first full pay period on or after July 1, 2006. Wages reflect a 2.5% increase.

RANGE CLASSIFICATION	NUMBER	STEPS			
		A	B	C	D
16 Utilityman I	765	\$19.94	\$20.94	\$21.98	\$23.09
17 Meter Reader	741	\$20.94	\$21.98	\$23.09	\$24.24
Assistant Parts Warehouseman	702				
Equipment Serviceman I	712				
Utilityman II	766				
18 Lead Meter Reader	762	\$21.98	\$23.09	\$24.24	\$25.45
Equipment Serviceman II	713				
Utilityman III	767				
Field Serviceman I	770				
Meter Installer Repairman/Helper	740				
19 Field Service Journeyman	769	\$23.09	\$24.24	\$25.45	\$26.73
Journeyman Utilityman	726				
Journeyman Craftsman	723				
Journeyman Mechanic	732				
Meter Installer Repairman	739				
20 Treatment Plant Operator I	757	\$24.24	\$25.45	\$26.73	\$28.06
Warehouseman Journeyman	763				
Mechanic Leadman	734				
Heavy Equipment Operator					
Journeyman	721				
Journeyman Craftsman Leadman	725				
21 Treatment Plant Operator II	758	\$25.45	\$26.73	\$28.06	\$29.46
Expeditor	714				
Journeyman Crafts Foreman	724				
Maintenance Foreman	729				
Mechanic Foreman	733				
Mechanic Foreman/Working	774				
22 Treatment Plant Senior Operator	760	\$26.73	\$28.06	\$29.46	\$30.92
Mechanical Inspector	737				
Treatment Instrument Systems Tech.	775				
Journeyman Certified Plumber	699				

23 Treatment Plant Operator Foreman (Working)	789	\$28.06	\$29.46	\$30.92	\$32.48
Treatment Instrument System (Foreman)	776				
New – Journeyman Certified Plumber Leadman					To be determined

24 Mechanical Inspector Foreman	793	\$29.46	\$30.92	\$32.48	\$34.11
New – Journeyman Certified Plumber Foreman					To be determined

* Journeyman Certified Plumbers will advance to Range 22 effective January 1, 2006. Wages for Journeyman Certified Plumbers will advance as defined in section 11.9.

Section 11.2 Wage Scale – July 1, 2007

The following wage schedule is effective the first full pay period on or after July 1, 2007. Wages reflect a 2.5% increase.

Range	Step 1	Step 2	Step 3	Step 4
16	\$20.43	\$21.46	\$22.53	\$23.67
17	\$21.46	\$22.53	\$23.67	\$24.84
18	\$22.53	\$23.67	\$24.84	\$26.08
19	\$23.67	\$24.84	\$26.08	\$27.40
20	\$24.84	\$26.08	\$27.40	\$28.77
21	\$26.08	\$27.40	\$28.77	\$30.19
22	\$27.40	\$28.77	\$30.19	\$31.70
23	\$28.77	\$30.19	\$31.70	\$33.29
24	\$30.19	\$31.70	\$33.29	\$34.96

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Section 11.3 Wage Scale – July 1, 2008

The following wage schedule is effective the first full pay period on or after July 1, 2008. Wages reflect a 2.5% increase.

Range	Step 1	Step 2	Step 3	Step 4
16	\$20.95	\$22.00	\$23.09	\$24.26
17	\$22.00	\$23.09	\$24.26	\$25.46
18	\$23.09	\$24.26	\$25.46	\$26.73
19	\$24.26	\$25.46	\$26.73	\$28.08
20	\$25.46	\$26.73	\$28.08	\$29.49
21	\$26.73	\$28.08	\$29.49	\$30.95
22	\$28.08	\$29.49	\$30.95	\$32.49
23	\$29.49	\$30.95	\$32.49	\$34.13
24	\$30.95	\$32.49	\$34.13	\$35.84

Section 11.4 Wage Scale – July 1, 2009

Effective the first full pay period on or after July 1, 2009, employees will receive an amount equal to the Anchorage CPI-U for the prior twelve months ending June 30, 2008, not to exceed 2.5%.

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Section 11.5 Classifications for AWWU Operations and Maintenance Positions

The following AWWU Operations & Maintenance positions will advance one (1) range effective the first full pay period on or after January 1, 2007. These positions will be reclassified as “flexible staffing” positions, such that employees who obtain the level of State of Alaska Operator Certification listed below will be flexed into the higher range listed for the classification.

Flexible staffing is defined as employees are generally hired at the entry/trainee level. When the employee meets the minimum qualification, which includes required certifications, the employee shall be flexed to the higher level job class.

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

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Section 11.6 Classifications for AWWU Mechanical Maintenance Section

The employees in the Mechanical Maintenance Section will be reclassified as "flexible staffing" positions, such that employees who obtain the level of State of Alaska Operator Certification listed will be flexed into the higher range listed for that classification effective the first full pay period on or after January 1, 2007, and thereafter.

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

The PCNs affected by this change are: 5312, 5323, 5335, 5313, 5314, 5325, 5336, 5326, and 5327.

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Section 11.7 AWWU O&M Maintenance Foremen Positions

Effective the first full pay period on or after January 1, 2010, employees in the AWWU Operations and Maintenance, Maintenance Foremen positions, will advance to Range 23 upon obtaining the level of State of Alaska Operator Certification as listed in Sections 11.5 and 11.6.

The PCNs affected by this change are: 5274, 5275, 5276, 5277, 5260, and 5312

Section 11.8 Facility Maintenance Positions

Effective the first full pay period on or after January 1, 2006, the following positions will be hired at Step D:

- 20 Journeyman Certified Plumber Job Class 699
- 23 Journeyman Certified Plumber Leadman Job Class "TBD"
- 24 Journeyman Certified Plumber Foreman Job Class "TBD"

Section 11.9 Wage Scale for Journeyman Certified Plumbers at Facility Maintenance

Effective the first full pay period on or after January 1, 2006, the Journeyman Certified Plumber position will begin to incrementally advance two (2) ranges as follows:

- Range 20/Step D January 1, 2006 699 **\$28.06**
- Range 20/Step D July 1, 2006 699 **\$29.46**
- Range 21/Step D January 1, 2007 699 **\$30.19**
- Range 22/Step D July 1, 2007 699 **\$31.70**

Section 11.10 Certifications for Mechanical Inspector and Mechanical Inspector Foremen Positions at Development Services

Effective the first full pay period on or after January 1, 2006, the Mechanical Inspector and Mechanical Inspector Foremen positions at Development Services shall receive the following additional compensation for obtaining and holding current the following certifications:

- Certified Plumbing Inspector 8% of base hourly rate
- Commercial and Residential Certified Mechanical Inspector 8% of base hourly rate

Certifications must be current in accordance with presently adopted building codes.

ARTICLE 12

TERMS OF AGREEMENT, RENEGOTIATION

Section 12.1 Effective Date and Duration

The Agreement will be effective from date of ratification by both parties as required by AMC 3.70.130A. This Agreement shall expire at midnight on June 30, 2010.

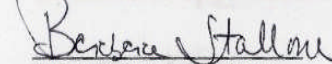
Section 12.2 Renegotiation

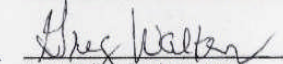
A party wishing to negotiate a successor agreement to this Agreement must notify the other party to this Agreement not less than one hundred and twenty (120) calendar days before the expiration date of this Agreement. If either party wishes to negotiate a successor agreement and properly notifies the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

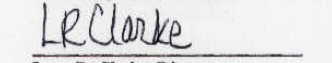
PLUMBERS AND PIPEFITTERS, LOCAL 367


MUNICIPALITY OF ANCHORAGE

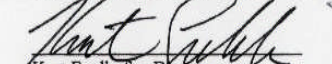
PLUMBERS & PIPEFITTERS

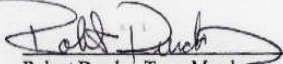

Barbara Stallone, Labor Director
MOA Employee Relations

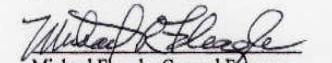

Greg Walker, Business Agent
Local 367

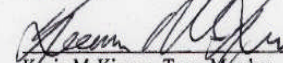

Lynn R. Clarke, Director
AWWU Employee Services Division

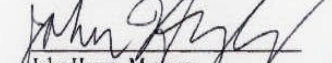

James Christenberry, Team Member
Local 367

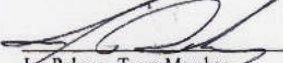

Kurt Egelhofer, Director
AWWU O&M Division


Robert Dundas, Team Member
Local 367

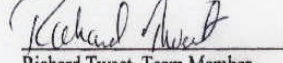

Michael Fleagle, General Foreman
MOA Facilities Maintenance

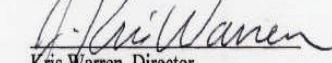

Kevin McKinnon, Team Member
Local 367

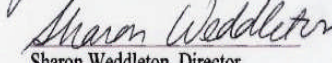

John Huzey, Manager
MOA Facility and Fleet Maintenance

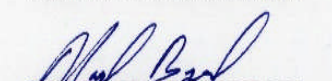

Joe Polowy, Team Member
Local 367

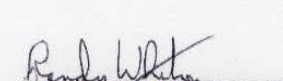

Ron Thompson, Director
MOA Development Services


Richard Tweet, Team Member
Local 367


Kris Warren, Director
AWWU Treatment Division


Sharon Weddleton, Director
AWWU Finance Division

Signed this 22nd day of June 2006

Mark Begich, Mayor
Municipality of Anchorage


Randy Whitney, Business Manager
Local 367

Appendix A

Municipality of Anchorage
Driving Conviction Guidelines

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

Category	Type of Conviction(s)	Number of Convictions	0 to 3 Years (0 to 36 Months)	4 to 5 Years (37 to 60 Months)	6 to 10 Years (61 to 120 Months)	11 Years & Beyond (121+ Months)
I	DUI/DWI or Refusal to Submit to a Chemical Test	1	Not Acceptable	Acceptable	Acceptable	Acceptable
	DUI/DWI Reckless, or Refusal to Submit to a Chemical Test	2	Not Acceptable	Not Acceptable	Not Acceptable	Acceptable
	DUI/DWI Reckless, or Refusal to Submit to a chemical Test	3 or more	Not Acceptable	Not Acceptable	Not Acceptable	Not Acceptable
II	Driving with a suspended Revoked or cancelled license	1	Not Acceptable	Acceptable	Acceptable	Acceptable
III	Combination of category I and II	2	Not Acceptable	Not Acceptable	Not Acceptable	Acceptable
	Combination of category I and II	3 or more	Not Acceptable	Not Acceptable	Not Acceptable	Not Acceptable
IV	Other Moving violations	3 or more	Not Acceptable	Acceptable	Acceptable	Acceptable

Appendix B

ALTERNATE WORK SCHEDULE AGREEMENT
By and Between
MUNICIPALITY OF ANCHORAGE (MOA)
And The
PLUMBERS AND PIPEFITTERS LOCAL 367
Re: 9-80 Schedule

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

The Schedule:

GOLD SCHEDULE

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

OFF 9 hours 9 hours 9 hours 9 hours 8 hours OFF

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

OFF 9 hours 9 hours 9 hours 9 hours OFF OFF

BLUE SCHEDULE

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

OFF 9 hours 9 hours 9 hours 9 hours OFF OFF

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

OFF 9 hours 9 hours 9 hours 9 hours 8 hours OFF

If an employee group or work unit requests and is approved to work one of these schedules in work areas designated to do so by the MOA, the following conditions shall apply:

1. The standard workweek shall consist of the period from mid-shift Friday to the following mid-shift Friday.
2. The schedules will be set up in which one Friday off is the "gold schedule" and the following Friday off is the "blue schedule." The supervisor will ensure that there is adequate work coverage for each Friday (approximately 50% of staff available for each Friday worked).

PLUMBERS AND PIPEFITTERS, LOCAL 367

3. Recognized Municipal holidays that fall on a work day that an employee is regularly scheduled to work will be paid based on the number of hours the employee is scheduled to work. Examples for other days are as follows:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
OFF Holiday >	9 hours < OFF	9 hours	9 hours	9 hours	OFF OFF >	OFF < Holiday

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
OFF Holiday >	9 hours < OFF	9 hours	9 hours	9 hours	8 hours OFF >	OFF < Holiday

4. Employees approved for this schedule shall remain on this schedule for at least six (6) month increments, unless legitimate operational needs require otherwise and the employee groups shall be returned to the regular 5/8's schedule with at least two weeks written notice.

PLUMBERS AND PIPEFITTERS, LOCAL 367

Appendix C

Treatment Facility Alternate Shift Schedule

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

Reference Section 10.6

Appendix D

LETTER OF AGREEMENT
Between the
Municipality of Anchorage (MOA)
And the
Plumbers and Pipefitters, Local 367

RE: 360 Degree Backhoe Premium

The parties to this Agreement have recently negotiated a new Collective Bargaining Agreement. The following has been mutually agreed to by the parties:

Section 8.10 360 Degree Backhoe Premium

Randy Montague shall continue to receive 105% of wages when required to operate a 360 degree backhoe as long as he remains employed as a Heavy Equipment Operator Journeyman, Class Code 721, for AWWU.

Appendix E

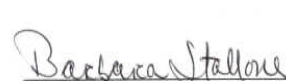
Letter of Agreement
Between
The Municipality of Anchorage
And
The Plumbers and Pipefitters, Local 367

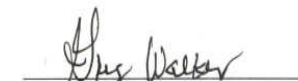
In conjunction with the negotiation of labor agreement renewal, the Municipality of Anchorage, (MOA) and the Plumbers and Pipefitters; Local 367, agree that during the term of this contract the following standard operating procedures will apply when operating AWWU's Asplund Wastewater Treatment Facility's solids incineration system:

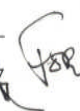
It will be standard practice that the solids incineration system will only be operated when a minimum of three (3) union operators are on duty at the Asplund facility. However, this practice may be occasionally modified to allow continuous steady state operation of the incineration system with only two (2) union operators on duty for up to two (2) consecutive hours. One example of such a modification of standard practice might occur around a shift change in which one of the three members of the relieving shift is expected to be no more than two (2) hours late in arriving at the facility. If a deviation from steady state operation occurs during this two hour period, the incinerator will be placed in hot standby until the third operator arrives at the facility.

The MOA has several improvement and automation projects completed, underway and planned for the future that have improved, and will continue to improve, the operation of the Asplund facility and the stability of the incineration process. Both parties agree that this letter of agreement will not preclude the MOA from reducing shift staffing at some point in the future should such improvements result in sufficient increased stability of the incineration system operation to warrant such a reduction.

EXECUTED this 17th day of November, 2005.


Barbara Stallone
Municipality of Anchorage


Randy Whitely
Plumbers and Steamfitters; Local 367



TA'd @ 2:28pm

PLUMBERS AND PIPEFITTERS, LOCAL 367

PLUMBERS AND PIPEFITTERS, LOCAL 367

CERTIFICATION

I certify that the foregoing Agreement was approved by the members of the Anchorage Assembly, at a properly called meeting on the 6th day of June 2006.

MUNICIPALITY OF ANCHORAGE

DATED: *July 18, 2006*
Andrew S. Prouty
Its Municipal Clerk



LETTER OF AGREEMENT

by and between

MUNICIPALITY OF ANCHORAGE

and the

Plumbers and Pipefitters, Local 367

Subject: Leave Donation Program

This Agreement is between the Municipality of Anchorage (MOA) and Plumbers and Pipefitters Local 367 (P&PF). The MOA and P&PF are parties to a Collective Bargaining Agreement (CBA).

By AO No. 2011-61(S), the Municipality of Anchorage Assembly adopted the MOA Leave Donation Program effective July 4, 2011, amending Municipality of Anchorage Code 3.30.153D. By this Letter of Agreement, the P&PF agrees that with respect to the donation of leave between employees, its members will participate in the MOA Leave Donation Program under the terms set forth in AMC 3.30.153D in lieu of P&PF CBA Article 4.3.1 F.

This Letter of Agreement becomes effective the first full pay period following MOA Assembly approval.

No other term, article or section of the P&PF CBA is affected by this agreement.

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

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

IN WITNESS WHEREOF, this Agreement is entered into freely and voluntarily by the signatures of the parties below.

AGREED TO AND SIGNED FOR BY:

For P&PF:

For MOA:

Greg Walker

8/10/2012

Danielle Fegley

8/10/12

Greg Walker
Business Manager, P&PF Local 367

Date

Danielle Fegley
Director, Employee Relations

Date

LETTER OF AGREEMENT

by and between

MUNICIPALITY OF ANCHORAGE

and the

Plumbers and Pipefitters Local 367

Subject: Kronos SAP Implementation Issues

This Agreement is between the Municipality of Anchorage (Municipality) and the Plumbers and Pipefitters Local 367 (P&PF). The Municipality and P&PF are parties to a Collective Bargaining Agreement (CBA). Listed below are P&PF CBA language changes which maximize the benefits the Kronos and SAP systems offer while also providing a generally positive impact to employees.

1) **Current CBA language: Article 2.3.2: Anniversary Date**

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

Effective January 1, 2013 Article 2.3.2: Anniversary Date becomes:

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

2) **Current CBA language: Section 2.3.19 Temporary Employee**

Temporary employees are additional employees hired to augment the workforce whenever the work load temporarily creates a requirement for additional help, to perform work associated with a particular season of the year, in the event of an emergency or unanticipated situation, or to relieve regular employees during absences. Temporary employees may be employed for a period not to exceed **six (6) months** total time in any **twelve (12) month** period. The MOA shall not use part-time or temporary employees to circumvent the need for regular full time employees. Probation does not apply to an appointment to a temporary position since a person so appointed serves at the pleasure of the appointing authority and is subject to summary removal for any reason or for no reason.

Effective January 1, 2013 Section 2.3.19 Temporary Employee becomes:

Temporary employees are additional employees hired to augment the workforce whenever the work load temporarily creates a requirement for additional help, to perform work associated with a particular season of the year, in the event of an emergency or unanticipated situation, or to relieve regular employees during absences. Temporary employees may be employed for a period not to exceed **one hundred and eighty (180) days** total time in any **three hundred and sixty five (365) day period period**. The MOA

shall not use part-time or temporary employees to circumvent the need for regular full time employees. Probation does not apply to an appointment to a temporary position since a person so appointed serves at the pleasure of the appointing authority and is subject to summary removal for any reason or for no reason.

(Note: Section 2.3.19 is tentatively agreed to (TA'd) as of April 22, 2010. Should the TA'd document become CBA language , the above change is not required. Sections A and E referring to months and year will be changed to days with 6 months becoming 180 days and one year becoming 365 days.)

3) **Current CBA language: Section 3.2 Employment Probation**

Duration of Probation

B. Any employee who is initially hired for appointment under this Agreement shall serve a probationary period of **six (6) calendar months**. The following positions will only serve a period of **three (3) calendar months**: Journeyman Certified Plumber, Mechanical Inspector, and Mechanical Inspector Foreman (Working).

Former and Current Employees

A. Re-employed Employees

Re-employed employees shall be subject to a probationary period only to the extent of completing any incomplete probationary period, except that employees reemployed in a different agency shall be subject to the **six (6) calendar month** probationary period. Re-employed employees who are either a Journeyman Certified Plumber, Mechanical Inspector, or Mechanical Inspector Foreman (Working) shall be subject to the **three (3) calendar month** probationary period. Prior municipal service in a position in the same class series may be credited toward completion of the current probationary period if the break in municipal service does not exceed **one (1) year**.

B. Promoted Employees

Employees who have already satisfied their initial probationary period who are promoted to a different position shall serve a **six (6) calendar month** probationary period in the promoted position. Employees who are promoted to either a Journeyman Certified Plumber, Mechanical Inspector, or Mechanical Inspector Foreman (Working) shall be subject to the **three (3) calendar month** probationary period. This additional probationary period may be waived at the discretion of management.

Status Upon Completion of Probation

B. Extension of Probationary Period

The probationary period of an employee may be extended for a period of time not to exceed **three months** at the option of the agency head and with prior approval of the Director. Notice of such extension and reasons for it shall be given in writing to the employee with a copy to the Director, prior to the end of the established probationary period. Such an extension does not, however, change the merit anniversary date after the probationary period is finally passed.

Effective January 1, 2013 CBA language Section 3.2 Employment Probation becomes:

Duration of Probation

B. Any employee who is initially hired for appointment under this Agreement shall serve a probationary period of **one hundred and eighty (180) days**. The following positions will only serve a period of **ninety (90) days**: Journeyman Certified Plumber, Mechanical Inspector, and Mechanical Inspector Foreman (Working).

Former and Current Employees

A. Re-employed Employees

Re-employed employees shall be subject to a probationary period only to the extent of completing any incomplete probationary period, except that employees reemployed in a different agency shall be subject to the **one hundred and eighty (180) days** probationary period. Re-employed employees who are either a Journeyman Certified Plumber, Mechanical Inspector, or Mechanical Inspector Foreman (Working) shall be subject to the **ninety (90) days** probationary period. Prior municipal service in a position in the same class series may be credited toward completion of the current probationary period if the break in municipal service does not exceed **three hundred and sixty five (365) days**.

B. Promoted Employees

Employees who have already satisfied their initial probationary period who are promoted to a different position shall serve **one hundred and eighty (180) days** probationary period in the promoted position. Employees who are promoted to either a Journeyman Certified Plumber, Mechanical Inspector, or Mechanical Inspector Foreman (Working) shall be subject to the **ninety (90) days** probationary period. This additional probationary period may be waived at the discretion of management.

Status Upon Completion of Probation

B. Extension of Probationary Period

The probationary period of an employee may be extended for a period of time not to exceed **ninety (90) days** at the option of the agency head and with prior approval of the Director. Notice of such extension and reasons for it shall be given in writing to the employee with a copy to the Director, prior to the end of the established probationary period. Such an extension does not, however, change the merit anniversary date after the probationary period is finally passed.

(Note: Section 3.2 is tentatively agreed to (TA'd) as of April 20, 2010. Should the TA'd document become CBA language, Sections referring to months and year will be changed to days with 6 months becoming 180 days and one year becoming 365 days.)

4) **Current CBA language: Section 4.3.1 B. Annual Leave Accrual While on Leave**

Leave accrues during the period of time an employee is on paid leave. **Such additional accrual shall be cancelled if the employee fails to resume duty on completion of his authorized leave.** Leave does not accrue during periods of injury leave or leave without pay.

Effective January 1, 2013 CBA language Section 4.3.1 B. Annual Accrual While on Leave becomes:

Leave accrues during the period of time an employee is on paid leave. Leave does not accrue during periods of injury leave or leave without pay.

Note: Section 4.3.1 B is tentatively agreed to (TA'd) as of January 27, 2011. Should the TA'd document become CBA language, the sentence deleted above will be stricken from the new language.

5) **Section 4.18 Family Leave**

Upon full implementation of the Kronos Absence Management Module this provision and the referenced tentative agreement will become effective.

Section 4.18 has been tentatively agreed (TA'd) June 24, 2012. The Municipality is in the process of fully activating the Kronos Absence Management module which tracks family leave under FMLA and AFLA. The purpose of the new module is to assure consistent administration of Family Leave across the Municipality. At the time the Absence Management module is full activated, employees meeting the eligibility requirements for FMLA/AFLA will be rebooted to their full hours of leave eligibility. CBA language change is not required since the MOA will continue to meet the requirements of the Acts. However, some Anchorage Code changes to 3.30.1515 may be needed. Agreement is needed from the Union that the Ordinance changes on Code 3.30.1515 will apply in the administration of the contract. Should Code 3.30.1515 be changed by the Assembly and an employee be significantly negatively impacted, the Union reserves the right to grieve the issue.

6) **Current CBA language: Section 5.2 Starting Rate On Initial Employment**

B. Advancement from step to step within a pay range shall occur only on the anniversary date of the employee's employment in that classification or pay range. **Pay step increases shall not be delayed by any paid time off except for absences under Injury Leave in excess of thirty days.** In the event of an upward reclassification or range change, the merit anniversary date shall remain unchanged.

Effective January 1, 2013 CBA language: Section 5.2 B. Starting Rate On Initial Employment becomes:

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

Note: Section 5.2 is tentatively agreed to as of June 10, 2011. The above language removal is part of the changes made to the TA'd document.

7) Current CBA language: Section 5.6.2 Length of Service Date Computation

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

Effective January 1, 2013 CBA language: Section 5.6.2 Length of Service Date Computation becomes:

Length of Service date is the date of original appointment to Municipal service for employees on the payroll as of January 1, 1981 only, by the number of years, months, and calendar days not worked between a separation and a reinstatement or re-employment. Length of service date computation will not be bridged for leave accrual or longevity pay. Time served in temporary appointments shall be included only for employees who move directly from such temporary appointments to a regular position with no break in service.

8) Effective January 1, 2013: One time Waiver of Article 4 Section 4.1.1.B.4 - Personal Holiday Accrual and Use.

This section impacts only represented P&PF Operation & Maintenance (O&M) employees who were working a 5/8 work week schedule on January 01, 2013 and whose schedule subsequently changed to a 4/10 work week schedule based on the accepted Grievance Resolution offer from the MOA dated December 17, 2012.

Effective upon passage of this Letter of Agreement by the Assembly, the 8 hours for Personal Holiday received on January 1, 2013 by the above impacted group under Article 4 Section 4.1.1.B.4. will be increased to ten (10) hours for employees who have not used their 2013 Personal Holiday. Employees who have taken their 2013 Personal Holiday and who were obligated to use two hours of annual leave to have a full day off will have the two hours of annual leave returned to their bank. Employees who took a full 2013 Personal Day during the 5/8 schedule received a full day off and no further adjustment will be made.

For the above group and for 2013 only, both parties agree to substitute the above for the following specific provision of Article 4, Section 4.1.1.B.4. "The personal holiday shall accrue on January 01, 2004 and each year there after and shall be based on the employees' status on that date".

Both parties agree substituting for the requirement of Article 4 Section 4.1.1.B.4 shall not constitute an admission of any kind by either party and shall not be considered as precedent-setting for any future situation, action, grievance, case or for actions by other employees.

No other term, article or section of the P&PF CBA is affected by this agreement.

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


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

IN WITNESS WHEREOF, this Agreement is entered into freely and voluntarily by the signatures of the parties below.

AGREED TO AND SIGNED FOR BY:

For UA Local 367 Plumbers &
Pipefitters:

For MOA:



David Peterson
Business Agent

2-7-13
Date



Danielle Fegley
Director, Employee Relations

2/7/2013
Date