

LABOR CONTRACT

**Between the
MUNICIPALITY OF ANCHORAGE
And the
PUBLIC EMPLOYEES, LOCAL 71**



July 1, 2008 to June 30, 2013

PUBLIC EMPLOYEES, LOCAL 71

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ARTICLE 1 PREAMBLE

This Agreement is made and entered into by and between the Municipality of Anchorage, hereinafter referred to as the "Municipality" or "MOA" and the Public Employees, Local 71, hereinafter referred to as the "Union."

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ARTICLE 2 GENERAL PROVISIONS

Article 2.1 Purposes of Agreement

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

Article 2.2 Scope of Agreement

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

Article 2.3 Definitions

Article 2.3.1 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.

Article 2.3.2 Appointment

The act of designating a fully qualified person to fill a specific vacant position on a temporary basis.

Article 2.3.3 Assignment

The act of designating a person to perform the job functions of a specific position on a temporary basis, not to exceed six (6) months unless mutually agreed to by the MOA and the Union. A temporary assignment is made when an employee, although not fully qualified, may be assigned some duties of a higher level position.

Article 2.3.4 Call Out

When an employee has completed his regularly scheduled shift and is called out to perform additional work, or when the employee is required to work additional hours that have not been scheduled by the MOA at least one-half (½) 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.

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Article 2.3.5 Department

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

Article 2.3.6 Director

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

Article 2.3.7 Division

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

Article 2.3.8 Emergency or Emergency Situation

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

Article 2.3.9 Full-Time Employee

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

Article 2.3.10 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, step father, step mother, step brother and sister, step children, and grandparents. It also includes other family members who reside permanently with the employee, and same sex domestic partners as defined by the MOA.

Article 2.3.11 Night Shift

A shift in which the majority of hours fall between 11:00 p.m. and ends at 7:00 a.m.

Article 2.3.12 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.

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Article 2.3.13 Probation

Status of an employee for a period of 1040 worked hours following the date of initial hire or initial employment in a different classification.

Article 2.3.14 Seasonal Employee

Seasonal Employees perform work for a period of time, generally not to exceed six (6) months in seasonal duration. Seasonal Employees perform work associated with the events of a particular season of the year (e.g., gardening in summer or snow removal in winter) and that work consistently reoccurs year after year. Seasonal employees will be utilized to augment the workforce whenever the work load temporarily creates a requirement for additional help, or in the event of an emergency or unanticipated situation, or to relieve regular employees during absences.

Article 2.3.15 Section

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

Article 2.3.16 Swing Shift

A shift in which the majority of hours fall between 3:00 p.m. and 11:00 p.m.

Article 2.3.17 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 seasonal employee to a regular position in the same, different or a parallel class is not a transfer.

Article 2.3.18 Wait Time

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

Article 2.3.19 Work Day

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

Article 2.3.20 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.

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Article 2.3.21 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.

Article 2.4 Applicability of Personnel Rules Ordinance

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

Article 2.5 Recognition

The MOA recognizes the Union as the sole and exclusive collective bargaining representative of the employees of the MOA who are employed in a classification set forth in Article 11 of this Agreement.

Article 2.6 Non-Discrimination

It is hereby agreed that there shall be no discrimination by the MOA or the Union against any employee for any reason prohibited by law. Both the 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.

Article 2.7 Gender

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

Article 2.8 Plurality

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

Article 2.9 No Strike, No Lockout

This Agreement is a guarantee by all parties that there will be no strikes, lockouts, work slowdowns or stoppages, picketing or other disruptive activity during the life of this Agreement. The Union further agrees that it will 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.

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Article 2.10 Management Rights

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

Article 2.11 Employee Representative Rights

Article 2.11.1 General Rights

The parties acknowledge and agree that the Union has the right and obligation to fairly and diligently represent the legitimate employment interests of MOA employees who are members of the bargaining unit covered by this Agreement. The MOA agrees that it will not interfere with the 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 Employer agrees that it will not in any manner, directly or indirectly, attempt to interfere between any employees and the Union, and that it will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in union affairs, and that it will not discriminate against any employee because of union membership or lawful union activity. No worker shall be discriminated against for upholding union principles or for serving on a committee, and he shall not lose his position or be discriminated against for this reason. Any employee appointed or elected to office in the union which requires all of his time shall not lose his established seniority with the MOA (seniority frozen) and shall be granted a leave of absence without pay for the duration of his term of office upon application. The MOA need not preserve the employee's position and will be obligated to return the employee only to a position in the department in which the employee was employed which is vacant and equal to or less than the position, which the employee vacated, and for which the employee is qualified. The right to return to a vacant position shall last for one (1) year from the commencement of the leave and shall be subordinate to any employment preference applicable to the position.

Article 2.11.2 Union Security

- A. The parties agree that it shall be a condition of continued employment that all employees of the MOA who are covered by this Agreement who are members in good standing of the Union shall remain members in good standing and that those employees of the MOA who are covered by this Agreement who are not members in good standing of the Union shall become and thereafter remain members in good standing of the Union on or before the thirty-first (31st)

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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 article 2.11.2, Union Security, and must request that the employee's employment be terminated.
- C. The Union agrees to indemnify, defend and save the MOA and its officers, agents and employees harmless from any liability or loss arising out of or in any way connected with termination of the employee's employment pursuant to the Union's written request. The Union may withdraw a termination request at any time before the expiration of the fourteen (14) day period by delivering a written withdrawal request to the MOA Director of Employee Relations or his designee.

Article 2.11.3 Dues Check Off

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

Article 2.11.4 Stewards

The Union may appoint such stewards as are set forth below. All stewards shall be working stewards. As scheduled by management, a steward may spend a reasonable amount of time during working hours 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 wages will be borne by the MOA. The hours worked in a shop steward capacity will be counted as hours worked for determining overtime eligibility. 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.

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Recognized Stewards as listed:

Cultural & Recreation Services: One Steward at Horticulture
Two Stewards at Parks & Recreation Maintenance

When an off duty shop steward has to be called in to represent an employee, the shop steward will only be paid for actual hours worked. This shall not entitle the shop steward to call out pay.

Article 2.11.5 Visits to Employer Work Locations

Non-employee Union representatives may visit only those MOA facilities or work locations occupied by employees, which the Union represents, and only on official business. Only union business representatives may visit MOA property during working hours. Non-employee Union representatives may not visit such locations in connection with union elections or other internal union affairs. With regard to each visit, the Union must provide the department/agency head, or designee, which controls the location with reasonable advance notice (not less than one (1) hour) of an intent to visit and the notice must specify the reason for the visit. The visit may not interrupt, distract or interfere with the work of employees. The department/agency head may refuse to consent to the visit if it would unduly interfere with the work of employees or activities of the department or agency, or terminate the visit if it interferes with the work of employees or activities of the department or agency. If the visit is refused, the department/agency head must reschedule the visit at the earliest convenient time. Union representatives may conduct meetings on MOA premises only with the consent of the department/agency head and only with regard to official business affecting the MOA, its employees and the union. Union representatives may conduct meetings of MOA employees during employee working time only with the express consent of the department/agency head whose employees would be affected.

Article 2.11.6 Jurisdictional Disputes

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

Article 2.11.7 Administrative Notification

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

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Article 2.11.8 Bulletin Boards

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

Article 2.11.9 Union Business Leave Bank

There is created a Union Business Leave Bank which shall be administered by the MOA with a report of the balance and withdrawals provided to the Union Business Manager upon request. The Bank shall be established by a transfer of two (2) hours of cashable annual leave from each regular employee on the payroll of the MOA once each year; seasonal employees shall transfer one (1) hour of cashable leave for each season worked not to exceed two (2) hours per calendar year. Regular employees shall donate two (2) hours of cashable annual leave and seasonal employees shall donate one (1) hour of cashable leave when the employee's balance is at least 10 (ten) hours or more and such leave shall be transferred to the Bank. The Bank will be capped at \$25,000 (twenty-five thousand dollars).

Withdrawal requests from the Bank will be for purposes of contract negotiations, executive meetings, training sponsored by the Union, and other purposes as may be determined by the Business Manager. Requests for withdrawals from the Bank shall be made only by the Business Manager of the Union to the Employee Relations Director on the Municipal Request for Leave Form. Cashable annual leave transferred to the Bank is final and not recoverable for re-credit to an employee's leave account.

The release of employees for Union leave from duty shall be handled on the same basis as release from duty for personal leave, however, such release shall not be unreasonable withheld by the supervisor.

Article 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 or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject may not have been within the knowledge or contemplation of the parties at the time that they negotiated or signed this Agreement. This Agreement replaces and supersedes all prior understandings, agreements, side letters, letters of amendment, unofficial employment policies and past practices. Nothing in this Article shall relieve the parties of their legal obligation to bargain in good faith with respect to mandatory subjects of bargaining.

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Article 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.

Article 2.14 Separability and Savings

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

Article 2.15 Successors and Assigns

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

Article 2.16 Productivity

The overriding consideration in the establishment of productivity standards is an honest day's work for an honest day's pay. Since the issue of assuring the community that they are receiving the best services for their tax dollars is of critical interest to both management and labor, labor recognizes that the establishment of such productivity improvements is the right and obligation of management. 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.

Article 2.17 Contracting Out

For the purposes of this Article, "contracting out" shall mean the procurement of goods and/or services by the MOA or any agency thereof from sources other than municipal employees. The Union recognizes that the Municipality has statutory and charter rights

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and obligations in contracting for matters relating to Municipal operations. The right of contracting or subcontracting is vested in the Municipality. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The Municipality further agrees that it will not lay off any employees of an agency, who have completed their probationary periods and have regular employee status, because of the exercise of its contracting or subcontracting rights within that agency.

Article 2.18 **Meet And Confer**

The parties agree that they will meet and confer in good faith at reasonable times and places concerning this Agreement and its interpretation or any other matter of mutual concern to employee representatives and the MOA. The parties further agree that any party to this Agreement may request, in writing delivered to the other party, that the parties confer within fourteen (14) calendar days after the date of delivery of the request, which shall specify the matter to be discussed. Union requests to meet and confer shall be delivered to the MOA Director of Employee Relations. MOA requests to meet and confer shall be directed to the Union. The Union and the MOA Director of Employee Relations may designate who their respective representatives shall be at the meet and confer sessions. A refusal to meet and confer in response to such request shall be a violation of this Agreement. There shall be no obligation on the part of any party to reopen, modify, amend, or otherwise alter the terminology or interpretation of this Agreement, or to make any other agreement as a result of any such conferences, nor shall the requirement for such conferences alter the rights or obligations of the parties under this Agreement. The parties recognize that the success of the MOA in conducting the affairs of government and the job security of MOA employees and effective administration of this Agreement depends upon mutual cooperation and frequent and effective communication among all parties. To these ends, the MOA and the Union fully encourage and pledge themselves to friendly and cooperative relations at all levels and among all employees, whether or not covered by this Agreement.

Article 2.19 **Provisions of Seasonal Employees**

- A. Seasonal Employees are subject to Article 2.11.2, Union Security and Article 2.11.3, Dues Check Off.
- B. **Seasonal Re-Hire.** Absent an unsatisfactory performance rating, Seasonal Employees will have preferential opportunity for subsequent seasonal employment in the same department and classification if the seasonal vacancy exists in the following season. Re-hire of seasonal employees can be accomplished directly between the MOA and the re-hire candidate.
- C. **Higher Classification Opportunity.** Regular full-time employees, to the extent possible with regard to qualifications and competency, shall have priority - seasonal placement in classifications of a higher range before employment of Seasonal Employees in that same classification in the same work unit.
- D. **Grievances.** Seasonal Employees may file grievances up to and including Step

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If in the grievance process, if necessary, seasonal employees may utilize mediation to resolve disputes after exhausting the grievance process. Cost of mediation will be split evenly between the MOA and the Union. All grievances filed by Seasonal Employees, or about Seasonal Employees, or about seasonal employment, are expressly exempt from the arbitration provisions of the Collective Bargaining Agreement.

- E. **Wage Step Progression.** Seasonal Employees will advance from step to step within a classification pay range upon 1040 cumulative hours worked within the same classification. Seasonal employment in one classification does not accumulate wage progression credit towards wage progression in another classification.
- F. **Seasonal Leave.** Seasonal Employees accrue Seasonal Leave at a rate of 5.31 hours per pay period, exclusive of overtime and prorated on actual hours worked, based on an 80-hour pay period. Unused Seasonal Leave is cashable at 100% redemption rate at the termination of seasonal employment. Accrued Seasonal Leave expires with the termination of seasonal employment and cannot be carried forward into another employment period.
- G. **Other Provisions of the Agreement.** Seasonal Employees are entitled to overtime and shift differential as specified in Article 5. Seasonal Employees shall be paid the hourly wage rate for the classification in which they are working. Seasonal Employees are specifically excluded from participation in all other provisions of the Collective Bargaining Agreement between the parties, unless expressly enumerated in this Article.
- H. **Holidays.** Seasonal employees are entitled to recognized municipal holidays as provided in this Agreement. Seasonal employees are not entitled to the personal holidays. Employees shall forfeit their right to payment for any holiday if they are not in an approved paid status for the entire shift on the last regular work day preceding such holiday and on the next regular work day following such holiday.
 - 1. The hours paid as holiday pay are not counted as hours worked for the purpose of determining eligibility for overtime pay in the weeks in which the holidays fall.

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ARTICLE 3 HIRING, PROMOTION, DEMOTION, AND TERMINATION OF EMPLOYMENT

Article 3.1 Hiring Procedures

- 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 Article 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 that it will 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 (Saturday, Sunday and recognized holidays excluded) from when the call was received, the MOA may recruit workers from other sources. In this event, 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 MOA employees through departmental or Municipal recruitment announcements. Current MOA Seasonal Employees shall be eligible to apply for departmental and municipal union vacant positions.
- G. The Union and the Employer 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.

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Article 3.2 Employment Probation

3.2.1 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.

3.2.2 Probation - 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 one thousand and forty (1040) hours worked.
- C. Probation does not apply to an appointment to a seasonal position since a person so appointed serves at the pleasure of the appointing authority and is subject to summary removal for any reason or for no reason.
- D. The Director may consider service rendered in a seasonal position in connection with an assessment of a person's qualifications to apply for a position.

3.2.3 Probation - 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 to a position in a different agency shall be subject to the probationary period in the different agency at the option of the agency head with the approval of the Director. Prior municipal service in a position in the same class series may be credited toward completion of the current probationary period if the break in municipal service does not exceed one (1) year.

B. Promoted Employees

Employees who have already satisfied their initial probationary period who are promoted to a different position shall serve a one thousand and forty (1040) hours worked probationary period in the promoted position. 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

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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.

3.2.4 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 (3) months at the option of the agency head and with prior

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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. An employee's merit anniversary date is established upon successful completion of the probationary period.

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.

Article 3.3 Seniority

- A. Regular full-time employees shall be on a seniority list. Seniority shall be measured from the original date of hire of the employee with the Municipality, provided no break in service has occurred, and may be modified by provisions of this Agreement concerning layoff, leave, 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 employee, shall be first on the seniority list for the purpose of scheduling vacations 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 applying the Union seniority tie-breaker formula in Appendix B.
- C. The MOA shall provide to each 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.

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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; or
4. Failure to return from a leave of absence or vacation on an 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.

Article 3.4 Evaluation of Employees

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

Article 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 grade. Vacancies shall be filled by promotion whenever practicable and in the best interest of the service. Promotions shall be based upon merit and may be made in accordance with the procedures established in these rules.

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The four (4) major factors in determining promotions are:

1. Establishing that employees meet the qualification and preferences of recruitment announcements; and
2. Results of competitive examinations when applicable;
3. Seniority; and
4. Acceptable driving history as defined in Appendix A.

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 seasonal 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 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,

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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 to the MOA Employment Office. 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.
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 grade lower than the salary grade 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.

Article 3.6 Layoff and Recall From Layoff

The parties agree that the rights of the parties and employees and the rules concerning layoff and recall from layoff shall be:

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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 of Employee Relations 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 Procedure

No employee shall be laid off except upon at least two (2) weeks advance notice. 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:

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 of Employee Relations;
4. The displaced employee must hold a position in the same class as the employee subject to layoff;
5. The displaced employee must hold a lower position in the same class series as the employee subject to layoff, and that position must be one in which the employee subject to layoff has previously earned status; and
6. 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

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available, if the employee meets the minimum qualifications for that position as determined by the Director of Employee Relations.

C. Eligibility For Re-Employment

A layoff of more than two (2) 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 seasonal, or provisional appointment, to a position subject to the MOA Personnel Rules ordinance constitutes satisfaction of an employee's re-employment rights.

Article 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.

Article 3.7 Discipline and Termination of Employment

The Employer retains the right to discharge an employee with status for just cause, which 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 Municipality 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;

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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 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.

Article 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 and the employee which it represents shall join the MOA in encouraging citizen involvement in the betterment of Anchorage. The use of volunteers shall not directly cause the layoff of any bargaining unit member.

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ARTICLE 4 HOLIDAYS AND LEAVE

Article 4.1 Recognized Holidays

New Year's Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
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

Article 4.1.2 Personal Holiday Accrual and Use

Regular full time employees working a five (5) day eight (8) hour shift shall accrue an eight (8) hour personal holiday. Regular full time employees working a four (4) day ten (10) hour shift shall accrue a ten (10) hour personal holiday.

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

Article 4.2 Holiday During Annual or Sick Leave

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

Article 4.2.1 Holiday Falling on a Regular Day Off

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

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

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Article 4.2.2 **Forfeiture of Holiday Pay**

Employees shall forfeit their right to payment for any holiday if they are not in paid status for the entire shift on the last regular work day preceding such holiday ~~or~~ and on the next regular work day following such holiday. Patterned call-in absences will not be construed as paid absences, unless a medical certificate is provided.

Article 4.3 **Paid and Unpaid Time Off**

The Municipality will provide eligible employees with reasonable periods of paid time off in accordance with the accrual schedules for annual and sick leave. Additionally, employees will be eligible for specified periods of paid time off for military duty, court duty and bereavement leave for members of their immediate family. Seasonal employees are entitled to leave under Article 2.19. 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.

Article 4.3.1 **Accrual of Annual Leave**

A. **Annual Leave Accrual Rate**

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

11+ years of service	-	12.5 hours per pay period
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2. Beginning the first full pay period on or after Assembly approval, full-time employees hired after June 30, 1991, shall accrue leave at the following rates:

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

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

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.

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B. Annual Leave Accrual While on Leave

Leave accrues during the period of time an employee is on paid leave. Employees will not be able to use leave accrued while on leave until they return to work for one complete shift. Such additional accrual shall be cancelled if the employee fails to resume duty on completion of his 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, as of the last pay period ~~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 the last pay period of the year.

Article 4.3.2 Regular use of Annual Leave

- A. An employee shall be allowed to use any amount of accrued leave at the time he or she desires that will not be detrimental to agency operations, as determined by the Agency Head. Agency Heads shall establish a vacation leave schedule no later than January and shall give consideration to total municipal service in determining such schedules within each work unit.
- B. Every calendar year, full-time employees must take at least eighty (80) hours of annual leave by the last pay period of the year. 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 eighty (80) 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 eighty (80) hours shall be subtracted from the employees' annual leave accounts at the end of the year. Forfeited hours shall be donated to the Union Leave Bank. The difference between the hours taken and eighty (80) prorated hours shall be subtracted from the employees' annual leave account at the end of the year. It is the responsibility of the Agency Head to ensure that work is conducted and leaves scheduled so that each employee shall have the opportunity to use his leave at a time that most nearly meets his desires.

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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. Cash-In

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

E. Donation of Leave

If an employee experiences a life event that necessitates a leave donation, it will be approved pursuant to MOA Personnel Rules (3.30.153.D). In an effort to minimize the financial impact of any leave without pay to the employee, a request to solicit leave donation should be requested in advance. Leave donations are not retroactive in nature. If the employee does not qualify for leave donation, fellow employees have the option to cash in leave to give to the employee as allowed in 4.3.2(D), Cash-In. Only cashable annual leave may be donated. Employees may donate annual leave in accordance with this policy with prior approval of the Employee Relations Director. Leave may be donated by represented employees for the conduct of Union business. Employees shall retain at least eighty (80) hours of annual leave in his annual leave account following cash payment and/or leave donations.

Article 4.3.3 Annual Leave Conversion and Cash-In

A. Cash-In

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

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.

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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.

Article 4.4 Non-Cashable Annual Leave

Effective the first full pay period on or after Assembly approval non-cashable leave balances shall be frozen. Employees may continue to use this leave in accordance with Article 4.3.2, Regular Use of Annual Leave, until the balance is exhausted.

Article 4.5 Non-Cashable Sick Leave Account

Non-cashable sick leave accounts were frozen for those employees that accrued non-cashable sick leave on August 26, 2002. Effective the first pay period on or after Assembly approval all Non-Cashable Sick Leave Account balances will be transferred to the employees Non-Cashable Annual Leave Accounts.

Article 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 factored rate of pay at the time of termination.
- C. Cashable sick leave available under 4.3.3 B shall be paid to employees based on the factored rate of pay at time of cash-in or usage.

Article 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 Article 4.7 Bereavement Leave, shall be: spouse, child, mother, father, brother, sister, grandmother, grandfather, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-

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relationship, person for whom the employee has been appointed as legal guardian, same sex domestic partner as defined by the MOA, and/or other family member who resides permanently with the employee. 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.

Article 4.8 Blood Donation Leave

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

Article 4.9 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 a matter directly related or as a result of their employment with the Municipality will be treated the same as jury duty.

- A. 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.
- B. Employees called to court or jury duty shall be temporarily reassigned to a day shift beginning at 8:00 a.m. for the day(s) of such court or jury duty and shall be compensated at their factored rate of pay; provided that such days are part of their regularly scheduled workweek. 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 annual leave account.

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 change into work clothing.

- C. During court leave, employees shall be paid their factored rate of pay. Fees paid to the employee by the court, exclusive of travel, parking, and subsistence allowances, shall be deducted or remitted in accordance with MOA P/P 40-15.

Article 4.10 Military Training/Duty Leave

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

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Article 4.11 Occupational Injury/Illness

- A. Any regular employee who experiences an injury/illness in the course of performing work duties, and who receives Workers' Compensation benefits due to that injury, shall be eligible for injury/illness leave as provided in the provisions of this Article. 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 who is temporarily unable to perform regular job duties due to the occupational injury/illness, will be offered a temporary light duty assignment for which he is qualified and capable when the physician provides a written release to work with restrictions. If an employee performs a temporary light duty assignment, he shall be compensated their factored rate of pay. Light duty assignments will not exceed five hundred twenty (520) hours (either in a block period of time or intermittently).
- B. While an employee is receiving Workers' Compensation time loss benefits administered by the Workers' Compensation Third Party Administrator, ~~on injury leave,~~ health and life insurance coverage shall be continued in the manner prescribed by the Director of Employee Relations, or his designee.
- C. If a medical provider determines an employee is unable to return to work due to a work related injury/illness, the employee will be placed on leave. If the employee is scheduled to work, the employee may elect to use paid leave to satisfy the requirements of the Workers' Compensation waiting period, not to exceed three (3) days. If the employees' disability extends beyond twenty-eight (28) calendar days, the employee shall be compensated for the first three (3) days of time loss by the Worker's Compensation Third Party Administrator in accordance with the Alaska Workers' Compensation Act. The employee will receive any eligible time loss benefits (wage replacement) from the Workers' Compensation Third Party Administrator. The MOA will not replace leave used for this purpose.
- D. Employees released to temporary light duty are encouraged to schedule injury/illness related medical appointments during off-duty hours. If the employee is unable to schedule the injury/illness related medical appointment during off-duty hours the employee shall be released from work and allowed reasonable time to attend the appointment, up to a maximum of four (4) hours per week, including travel time. The employee shall return to work for the remainder of the shift following the medical appointment unless approval not to return to work is obtained from the employee's supervisor.

Employees released to full duty are encouraged to schedule injury/illness related medical appointments during off duty hours. If the employee is unable to schedule the injury/illness related medical appointment on a day off, during off duty hours, the employee shall be released from work and allowed reasonable travel time to and from the appointment, up to a maximum of two (2) hours, including travel time, within the first thirty (30) calendar days after release to full duty. The employee shall return to work for the remainder of the shift following

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the medical appointment, unless approval not to return to work is obtained from the employee's supervisor.

In either case, the employee is required to provide the supervisor with documentation that the medical appointment was attended and was due to the occupational injury/illness. If documentation is not provided, the employee will be required to utilize paid or unpaid leave. This Subsection is only applicable for one (1) year following the date of the original injury/illness.

- E. The Municipality's responsibilities under this Article 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 alternate duties for the MOA;
 3. At the end of one (1) year following the date of the original injury/illness; however, the time the employee spends performing unrestricted duties shall not be included in calculating the one (1) year period; or
 4. Cancellation/denial of the employee's Workers' Compensation claim.
- F. An employee who sustains an occupational injury/illness shall satisfy the following conditions:
1. The employee shall make a complete report of the injury/illness to the MOA, including all forms and documentation;
 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; and
 3. The employee shall cooperate fully with the Municipality's Workers' Compensation Third Party Administrator.
- G. An employee who has been medically declared to be permanently unable to return to their regular job, or who has not returned to their job in a full duty capacity for one (1) year following the date of original injury/illness, may be medically separated from MOA employment.

An employee who has been previously released to full, unrestricted duty, and who is not working one (1) year from the date of the original injury/illness based

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on the same Workers' Compensation injury/illness, will be evaluated on a case-by-case basis and may be medically separated from MOA employment.

Every effort will be made by the MOA to assist the employee with eligibility benefits and to offer other MOA employment in vacant MOA positions for which the employee is qualified.

Article 4.12 Leave Without Pay

Leave without pay may take any of the forms stated in this Article, and may be granted by the Director of Employee Relations, 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.

Article 4.13 Medical Leave Without Pay

A. **Requirements:** The Director of Employee Relations, or his designee, may grant medical leave without pay to employees who request such leave when:

1. The employee has a documented medical reason which outlines the specific nature of the disability, giving the date the disability began and estimating the date when the employee will be able to return to employment.
2. The agency head certifies that the agency is able to perform adequately if the leave is granted.
3. The employee has exhausted his annual leave.
4. The initial leave is granted for no more than three (3) months, with the possibility of one (1) extension for an additional three (3) months upon the same conditions.
 - a. 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 of Employee Relations, 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 of Employee Relations. When taken for reasons that qualify for FMLA and/or AFLA, the medical and life insurance coverage will run concurrently with the family leave.
5. The employee schedules the leave in advance, when possible.

B. **Replacement Of Employee On Medical Leave Without Pay:** Employees on approved medical leave without pay may be replaced by seasonal or full-time employees, depending upon the needs of the agency and the anticipated duration of the leave without pay. If it has been necessary to appoint a regular employee to replace the employee on medical leave without pay, the agency concerned shall appoint returning employees to a comparable position within the agency, or arrange for appointment in another agency of the Municipality in a

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comparable position, if available, and if not, the employee shall be treated as having been laid off and shall be eligible for re-employment in accordance with the provisions of Article 3.6, Layoff And Recall From Layoff.

Article 4.14 **Educational Leave Without Pay**

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

Article 4.15 **Personal Leave Without Pay**

- A. **Requirements:** The Director of Employee Relations, or his designee, may grant personal leave without pay to employees who request such leave when:
1. The employee has stated a legitimate personal reason on his/her leave request application;

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2. The agency certifies that the agency is able to perform adequately if the leave is granted;
3. The employee has exhausted his annual leave;
4. The initial leave is granted for no more than three (3) months, with the possibility of one (1) extension for an additional three (3) months upon the same conditions; and
5. The employee shall be entitled to receive medical and life insurance benefits only if he pays for them in the manner prescribed by the Director of Employee Relations, or his designee.

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

Article 4.16 Programmed Leave Without Pay

- A. **Requirements:** If an agency head suspends the work performed by an employee for more than one (1) week, but no more than eight (8) work weeks in a calendar year, the employee may choose to be laid off pursuant to Article 3.6 of this Agreement, or to take programmed leave without pay, if that option is offered by the Director of Employee Relations, or his designee. An employee who is on programmed leave without pay may choose to use annual leave for any portion of that leave.
- B. **Duration:** No more than sixty (60) days of programmed leave without pay shall be available pursuant to any one suspension of work by an agency head.
- C. **Benefits:** An employee on programmed leave without pay shall continue to receive life and health insurance coverage, as determined by the Director of Employee Relations, or 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 his or her position be assigned to another employee.

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Article 4.17 Family Leave

The Alaska Family Leave Act (AFLA) (AS 23.10.500 - .550) and the Family and Medical Leave Act of 1993 (FMLA) (29 C.F.R. 825) provides an eligible employee job protection leave for certain family and medical reasons. 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.

A. Family Leave Eligibility

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. 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.
4. The parties recognize that in the event that an employee is eligible under both AFLA and FMLA, such entitlements shall run concurrently.

Article 4.17.1 Family Leave Entitlement and Notice

- A. An eligible employee shall be entitled to job protection leave for the duration of leave entitlement pursuant to the Federal Family Medical Leave Act, for any approved qualifying reason pursuant under the Federal Family Medical Leave Act.
- B. An eligible employee shall be entitled to job protected leave for the duration of leave entitlement pursuant to the Alaska Family Leave Act, for any approved qualifying reason pursuant under the Alaska Family Leave Act.
- C. Limitations on Eligibility. An employee's eligibility for Family Leave for birth or placement of a son or daughter expires twelve (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.

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Article 4.17.2 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.

Article 4.17.3 Measuring Period

The twelve (12) month period during which an employee is eligible for Family Leave shall be the "rolling" twelve (12) month period measured forward from the date the employee's first Family Medical Leave begins.

Article 4.17.4 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. An occupational injury/illness resulting in time loss from work 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 Workers' Compensation time loss .
- C. Employees who have exhausted their Family Leave may request Leave Without Pay under the provisions of Articles 4.14.

Article 4.17.5 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.

Article 4.17.6 Replacement of Employee on Family Leave

Employees on Family Leave may be replaced by full-time or seasonal 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.

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Article 4.18 Unauthorized Absences

- A. Any employee who is absent from duty shall report the reason to his first line non-represented supervisor as soon as possible. Unauthorized or unreported absences shall be reported as absence without pay, and may be cause for disciplinary action. An employee who has sustained an occupational injury/illness, and has not provided the MOA with the required report of injury or the medical certifications to be off work, is considered to be on unauthorized or unreported absence, except in cases of extreme emergencies or supervisory approval.

- B. The Employer may require a medical certification before returning to work if there is reason to believe malingering is suspected. An employee who falsely claims a medical use of personal leave is subject to disciplinary action.

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ARTICLE 5 COMPENSATION

Article 5.1 Wage Rates

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

The wage schedule specified in Article 11.2 of this Agreement shall be adjusted as follows:

1. Effective the first full pay period on or after Assembly approval, the hourly wage rates shall reflect an increase of two and seven-tenths percent (2.7%) as specified in Article 11.2.
2. In lieu of retroactively applying the 2008 wage increase back to the first full pay period on or after January 1, 2008, regular full-time employees will receive a lump sum payment of twenty dollars (\$20.00) and seasonal employees will receive a lump sum payment of sixteen dollars (\$16.00) per week based on the number of weeks the employee was in a paid status January 7, 2008 until the contract is approved by the Assembly and the 2008 wage increase goes into effect.
3. Effective the first full pay period on or after January 1, 2009, the hourly wage rates shall reflect an increase of three percent (3%) as specified in Article 11.2.
4. Effective the first full pay period on or after January 1, 2010, the hourly wage rates in Article 11.2 shall be increased by the previous five (5) year average CPI-U, with a minimum of two and one-half percent (2.5%) increase and a maximum of three and nine-tenths percent (3.9%) increase.
5. Effective the first full pay period on or after January 1, 2011, the hourly wage rates in Article 11.2 shall be increased by the previous five (5) year average CPI-U, with a minimum of two and one-half percent (2.5%) increase and a maximum of three and nine-tenths percent (3.9%) increase.
6. The parties agree to reopen this agreement for the purposes of a wage adjustment for the years 2012 and 2013. The parties shall begin negotiations for the wage adjustment no later than October 1, 2011. In the event that the parties are unable to agree on the wage adjustment the dispute shall be resolved pursuant to AMC 3.70.

Article 5.2 Starting Rate On Initial Employment

- A. Original appointment to any position shall be made at the entrance rate, and advancement from the entrance rate to the maximum rate within a pay range shall be by successive steps. Upon recommendation of the Agency Head, the

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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. Upon satisfactory completion of the probationary period after initial appointment or promotion, the employee's entrance pay shall be advanced one (1) increment to the next highest step in the pay range for the class to which his position is allocated. The probationary period may be extended and probationary increase withheld until successful completion of probation. Exceptions are:
 - 1. Where this Agreement specifies elsewhere that no probationary increase shall result; or
 - 2. Where employees are promoted, appointed, or reappointed at the maximum step.
- C. Advancement from step to step within a pay range shall occur only on the anniversary date of the employee's employment in that classification or a higher classification in the same series. In the event of an upward reclassification or range change, the merit anniversary date shall remain unchanged.
- D. Regular employees who are promoted to a classification which they have previously been seasonally flexed up to the higher classification shall have the hours worked in the higher classification counted towards advance step placement, not to exceed step three (3). A 1040 hour probationary period is required consistent with 3.2.B.

Article 5.3 Overtime Pay

Employees shall be paid at one and one-half (1½) times their factored hourly rate of pay for all overtime worked at the direction of the MOA.

Article 5.4 Shift Differential

Employees shall receive shift differential premium pay per this article based upon the majority of continuous hours worked during their scheduled shift. In those cases where the hours worked are evenly split, the higher shift differential shall apply. The start of an employee's 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 three percent (3%) of an employee's factored hourly rate of pay. The shift differential for the night shift is six percent (6%) of an employee's factored hourly rate of pay.

Article 5.5 Holiday Pay

- A. Except as modified by paragraph B below, full-time employees shall be paid eight (8) hours of pay at their factored rate of pay as holiday pay for each recognized

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holiday. All hours worked on a holiday shall be compensated at the employee's appropriate factored hourly rate with exceptions noted in 4.2.

- B. If a full time employee on an alternate schedule, i.e., ten (10) or twelve (12) hour day's works on a holiday, the employee will receive regular pay for the hours worked and is entitled to ten (10) or twelve (12) hours of holiday pay.
- C. If a full time employee is working an alternate schedule and does not work on the holiday, that employee will be entitled to holiday pay equal to his or her scheduled hours for that day, i.e., if a full time employee on a ten (10) or twelve (12) hour schedule does not work a holiday, that employee will be entitled to ten (10) or twelve (12) hours of holiday pay.

Article 5.6 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.

Article 5.6.1 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) days 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 seasonal appointment shall be included only for employees who move directly from such seasonal appointment to a regular position with no break in service.

Article 5.6.2 Length of Service Date Determines

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

Article 5.6.3 Service Recognition Pay

Service Recognition pay is additional pay for length of continuous service. The Service Recognition Program (SRP) will freeze effective September 30, 2008. Those employees qualifying for service recognition pay on September 30, 2008 shall continue to receive that level of pay, but will not continue to advance to any additional steps, if applicable.

Regular employees hired on or after January 1, 1981 may be eligible to receive Service Recognition pay. Employees receiving Service Recognition pay as of September 30, 2008 shall continue to be eligible unless they resign, are laid off for longer than one (1) year without re-employment, or are discharged for cause. Service Recognition pay will be paid only to employees who were receiving Service Recognition pay prior to October 1, 2008 as follows:

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

Article 5.7 Performance Step Program

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

As of October 1, 2008, employees may participate in the PSP pursuant to the following requirements and shall be required to meet the criteria to obtain steps 5 and 6:

1. Participation begins only after an employee has reached step 4 on the pay schedule.
2. Employees must complete eight (8) cumulative quarters successfully for each step.
3. Eligible employee may begin the program at the start of the next quarter after meeting eligibility requirements.
4. Employees shall notify their department head of their intention to begin the program.
5. Each quarter shall be signed off by the supervisor and the employee to reflect satisfactory or unsatisfactory completion of the quarter.

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

1. Safety.
 - a. No preventable accidents, preventable incidents, moving violations, or citations on the job.
 - b. Attends a minimum of two (2) safety meetings per quarter.
 - c. Follows safe practice rules.
2. Dependability/Reliability.
 - a. Attendance and punctuality.
 - b. Zero unauthorized absences each quarter.
 - c. No more than three (3) non-scheduled days of leave absence per quarter.
3. Service/Initiative
 - a. A substantiated, valid complaint resulting in formal counseling or a disciplinary action report (DAR) eliminates eligibility for that quarter.
 - b. Meets management objectives by following department methods and techniques; and when possible, contributes and applies new efficiency, cost savings and/or productivity methods or techniques.*

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c. Is a team player; works cooperatively and displays positive attitude.*

* The supervisor will be required to provide documentation in order to eliminate eligibility for that quarter.

4. Upon the successful completion of eight (8) quarters, an employee shall receive an additional six and one-half percent (6.5%) of the rate of pay or their current SRP, whichever is greater. The employee shall then be eligible to enter into the second step of the PSP.
5. Upon the successful completion of eight (8) additional quarters in the second step of the PSP, an employee shall receive an additional six and one-half percent (6.5%) of the rate of pay for a total combined SRP and PSP pay and of thirteen percent (13%) above the base rate of pay.

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

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

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

Article 5.8 On-Call Pay

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.

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Article 5.9 Call Out Pay

Employees who are working in call out status shall be compensated at one and one-half (1½) times their factored rate of pay for all hours worked with a guarantee of at least four (4) hours of pay at the factored straight time rate for each call out.

Article 5.10 Wait Time Pay

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

Article 5.11 Travel Pay

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

Article 5.12 Meal Allowance

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

Article 5.13 Deductions From Pay

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

Article 5.14 Work In Different Classification

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

- 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 for all hours worked in the higher classification at step 1 in the higher classification or five (5) percent above his or her current rate of pay, whichever is greater.
- B. 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 factored rate of pay.
- C. This article shall cover employees assigned in a training capacity only when the employee is the sole operator and their performance is not being continuously monitored on-site at the time. Employees assigned in a training capacity that are

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accompanied by another operator for training purposes, or whose performance is being continuously monitored on-site is not covered by this article.

- D. The MOA shall designate an employee to perform the duties of leadman on a shift or job with a regularly assigned foreman or leadman when the foreman or leadman is absent for at least two (2) hours. The employee shall be compensated at five (5) percent above his or her current rate of pay for performing the duties of leadman or foreman.
- E. Comfort and lunch breaks, and activities incidental to his duties of a foreman or leadman normally occurring during the day are not to be construed as absences.
- F. When an employee is assigned to work two (2) or more consecutive hours in a higher non-represented classification, the employee shall be compensated for all hours worked in the higher non-represented classification at ten (10) percent above the employees' current rate of pay.

Article 5.14.1 Work In Different Classification – Eagle River Parks & Recreation

During the time in which Seasonal Employees are employed by Eagle River Parks & Recreation, assignments to work in a higher or different classification may be made to support and sustain the level of service, quality of work and productivity of the workforce. Employees may be temporarily assigned to a higher classification and pay step than provided for in 5.14.A at the discretion of the Eagle River Parks & Recreation Director. All other provisions of 5.14 shall remain in effect.

Article 5.15 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).

Article 5.16 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.

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Article 5.17 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. The MOA reserves the right to recover any overpayments in the same manner and same number of pay periods in which the overpayment occurred.

Article 5.18 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, if necessary.

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

Article 5.19 Pyramiding Prohibited

Compensation shall not be paid more than once for the same hours under any provision of this Agreement. Hours worked for overtime, call-back and holiday pay shall not be pyramided or duplicated. Payment of overtime will be calculated at the factored wage rate, shift premium and compounding of overtime will not be included in the calculation. Hours paid at an overtime rate shall only be credited once in the calculation of hours in the workweek for overtime purposes.

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ARTICLE 6 BENEFITS

Article 6.1 Health Program

A. Health Care Plan

Eligible employees shall be covered by the Health and Welfare Plan provided by the Public Employees Local 71 Trust Fund.

The Health Care Plan shall provide eligible employees a choice of Basic Benefit Plans that provide medical, hearing, dental, and vision coverage.

B. Eligibility

Full-time employees may be eligible to participate in health, life and disability programs subject to the provisions of the plan.

C. Municipal and Employee Contributions

Effective the first of the month on or after Assembly approval, each eligible employee shall contribute fifty dollars (\$50.00) per month to the Union's Health Insurance Trust through payroll deduction.

Effective the first of the month on or after Assembly approval, and continuing the first (1st) of each month thereafter, the Municipality of Anchorage shall contribute one thousand one hundred dollars (\$1100) per month to the Union's Health Insurance Trust for each eligible employee.

Effective July 1, 2009, and continuing the first (1st) of each month thereafter, each eligible employee shall contribute fifty-five dollars (\$55.00) per month to the Union's Health Insurance Trust through payroll deduction. The Municipality of Anchorage shall contribute one thousand one hundred ninety dollars (\$1190.00) per month to the Union's Health Insurance Trust for each eligible employee.

Effective July 1, 2010, and continuing the first (1st) of each month thereafter, each eligible employee shall contribute sixty dollars (\$60.00) per month to the Union's Health Insurance Trust through payroll deduction. The Municipality of Anchorage shall contribute one thousand two hundred ninety dollars (\$1290.00) per month to the Union's Health Insurance Trust for each eligible employee.

The parties agree to reopen this agreement for the purposes of Union Health Insurance Trust contributions for the 2011 fiscal year. It is agreed upon that the employee's contribution will increase a minimum of five dollars (\$5.00) in 2011. The parties shall begin the negotiations no later than March 15, 2011.

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The parties agree to reopen this agreement for the purposes of the Union Health Insurance Trust contributions for the 2012 fiscal year. It is agreed upon that the employee's contribution will increase a minimum of five dollars (\$5.00) in 2012. The parties shall begin negotiations for the wage and health adjustment no later than October 1, 2011.

Upon sixty days (60) written notice to the Municipality of Anchorage, Employee Relations Director, the Union may increase the monthly contribution of eligible employees.

D. Long Term Disability

Long term disability coverage in the amount of sixty (60) percent of the employee's annual salary to a maximum of three thousand (\$3,000.00) dollars per month will be provided for each eligible employee who works a minimum of thirty (30) hours per week at Municipal expense.

E. Health Insurance Rate Adjustments

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

Article 6.1.1 Health and Wellness Promotion

The Union recognizes that the provision 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 health or wellness promotion programs made available by the MOA shall be on a voluntary basis.

Article 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.

Article 6.3 Retirement

The Municipality 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.

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Article 6.4 Health Care Reform

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

Article 6.5 Pre-Tax

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

Article 6.6 Health and Welfare Trust Plan

The parties agree as follows:

- A. The Trust agrees to enroll eligible MOA employees represented by Local 71 in the various Benefit Plus Flex Plans and to provide a monthly report to MOA within five (5) days of the first of each month.
- B. The MOA agrees to make the agreed premium for each enrollee no later than the seventh (7th) of each month.
- C. The Trust agrees to be responsible for quarterly reconciliation of the payments received from the MOA per employee. Should an overpayment to the Trust occur on behalf of an employee, the Trust shall remit the overpayment to the MOA for purposes of the MOA's repayment to the employee. If the MOA, in error, advances eligibility and payments for an employee who is not a Local 71 member and the Trust certifies eligibility and pays benefits on behalf of that employee, the MOA shall be responsible for reimbursing the Trust for the amount paid in benefits on behalf of that employee, less the premiums collected by the Trust. The Trust shall notify the MOA of any such error within 10 days of discovery and shall immediately transfer all claims records to the MOA. Should an underpayment to the Trust occur on behalf of an individual, the Trust will notify the MOA of the additional deductions to be taken. In the event of either an overpayment or an underpayment, the Trust will provide the MOA with documentation as necessary to verify the adjustments.
- D. The amount the employee contributes to the basic health Trust, to include voluntary benefits, will be split equally between the first two (2) pay periods in each month.
- E. The MOA agrees to allow those employees who have unused benefit credits available under the Public Employees Local 71 Trust's Benefit Plus Flex Plan to take the value of the unused benefit credits in wages, one benefit credit being equivalent to one dollar (\$1.00) cash. The total amount of benefit credit available to each eligible regular employee is equal to the sum of the MOA contribution and the employee contribution. During the term of this Agreement such cash shall be reduced by the current MOA Employer contribution for Social Security, PERS, and Medicare. All cash shall be subject to ordinary income taxation. The reductions shall be adjusted each year to reflect any change in the employer rates for these contributions. Social Security and Medicare contribution percentages are effective

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on January 1 of each year; PERS contribution percentages are effective on July 1 of each year.

- F. The Trust shall operate within the rules of the Trust's section 125 Plan. The MOA shall have the right to audit the enrollment process and premium calculation.
- G. The Trust will be entitled to accept forfeitures and will be responsible for any negative experience risk generated by the elections in the Health Care Spending Account benefit option.
- H. Those contributions provided by the MOA on a monthly basis, solely for the purposes of a health and welfare benefit program or programs for the benefit of eligible members of the Public Employees Local 71 Bargaining Unit—and their qualified beneficiaries and to defray the reasonable expenses of administering the plan or plans of benefits. If the Trust covers participants in addition to members of the Public Employees Local 71 Bargaining Unit, the Trust will maintain a separate account or accounts for the contributions made pursuant to this Agreement and will insure that separate income and expense statements and balance sheets are maintained so as to determine the administrative costs as well as the actual cost of benefits for the plan or plans covering the Public Employees Local 71 Bargaining Unit members. The provisions of the plan or plans obtained by the Trust must satisfy the mandatory requirements of Anchorage Municipal Code 3.30.161.
- I. In consideration of receipt of the transferred funds the Public Employees Local 71 and the Public Employees Local 71 Trust Fund hereby agree to indemnify and hold harmless the Municipality of Anchorage from any and all claims and actions of whatever nature or consequence arising from the exemption of Bargaining Unit members from the MOA's Health Plan, including any claims arising from no-coverage of eligible employees and qualified spouses or dependents except as provided in four (4) above of this Agreement. This Agreement does not release the MOA from forwarding contributions required by the collective bargaining agreement and this Letter of Agreement. By entering into this Agreement the Public Employees Local 71 agrees to relieve the Municipality of Anchorage of any obligation to obtain, maintain or administer a health insurance plan under AMC 3.30.161 covering eligible Bargaining Unit members.
- J. It is also understood and agreed that the Municipality of Anchorage's liability for contributions is limited to those fiscal years in which the monetary terms of a Collective Bargaining Agreement between the parties is approved by ratification of the bargaining unit members and approved by the Municipal Assembly in accordance with AMC 3.70.130.

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ARTICLE 7 DISCIPLINE AND RESOLUTION OF DISPUTES

Article 7.1 Discipline

In normal circumstances the MOA shall follow a program of progressive discipline, consisting of: 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.

Article 7.2 Grievance Defined

Only complaints or disputes of an employee acting through the Union, arising under this Agreement and involving an alleged violation, misapplication or misinterpretation of this Agreement or complaints of the MOA or the Union 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 Employee Relations Director 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.

Article 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.

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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.
- 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.

Article 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.

Article 7.3.2 Step Two

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

In the event that the Union or the MOA files a grievance at Step Two of this procedure, the Employee Relations Director or designee and the Union shall meet within ten (10)

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working days of the receipt of that grievance in an attempt to resolve the grievance. Within ten (10) working days of that meeting, the party against whom the grievance is filed shall issue a written response.

Article 7.3.3 Step Three

The request for arbitration may be made by either party and must be made in writing within ten (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.

Article 7.3.4 Arbitrability

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

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

Article 7.3.5 Selection of the Arbitrator

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 (1) name remains.

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

Article 7.3.6 Authority of the Arbitrator

The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration and the procedural rules of the 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

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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.

Article 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.

Article 7.3.8 Existing Grievances

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

Article 7.3.9 Personnel Files use in Arbitration

No document contained within an employee's personnel file(s) may be used in arbitration or other hearing, unless 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.

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ARTICLE 8 WORK RULES

Article 8.1 **Safety**

Safety rules shall be as follows:

- A. The MOA and the Union will cooperate in designing and carrying out a safety program affecting all employees.
- B. The regulations concerning safety and equipment standards shall be governed by local, state, and federal government rules, which shall be followed by the MOA, the Union, and all employees.
- C. Employees 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 all vehicle accidents involving either a MOA vehicle or a personal vehicle driven on paid work time. Employees shall not leave the scene of the accident unless advised to by their supervisor or to obtain emergency medical treatment. A police officer or other appropriate official at the scene may direct employees to move the vehicles for safety reasons.
- F. Employees must report all work related injuries/illnesses immediately to their supervisor. Employees must submit all work related injury/illness reports prior to leaving the work place from the shift in which the injury/illness occurred, unless immediate medical care is needed. If emergency medical care is needed, the injury/illness report must be submitted as soon as possible. Employees must use any and all safety equipment paid for or furnished by the Employer. Failure of employees to use such safety equipment will subject the employee to appropriate administrative or disciplinary action.
- 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.

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Article 8.2 Protection of Municipal Property

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

Article 8.3 Handtools

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.

Article 8.4 Lockers

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

Article 8.5 Uniforms, Special Clothing, And Required Safety Footwear

- A. The MOA will furnish, clean, and maintain uniforms and special clothing only where such uniforms and special clothing are required by the MOA or applicable OSHA or other applicable safety regulations for regular employees. Any such uniforms or special clothing provided by the MOA shall be returned to the MOA upon termination of the employee's employment.
- B. Effective January 1, 2009, and each calendar year thereafter, each regular employee active as of January 1, required by the MOA, based on the nature of his or her work to wear safety footwear, shall be provided a footwear allowance of one hundred dollars (\$100) in the first full pay period of each calendar year. Seasonal employees are not eligible for the footwear allowance. Employees who are hired after January 1 shall receive a footwear allowance as follows:
 - 1. Regular employees hired during the first quarter of the year shall receive a footwear allowance of one hundred dollars (\$100) which will be included with their first pay check.
 - 2. Employees hired in the second quarter of the year shall receive a footwear allowance of seventy five dollars (\$75) which will be included with their first pay check.
 - 3. Employees hired in the third quarter of the year shall receive a footwear allowance of fifty dollars (\$50) which will be included with their first pay check.
 - 4. Employees hired in the fourth quarter of the year shall receive a footwear allowance of twenty-five dollars (\$25) which will be included with their first pay check.

Article 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

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access to municipal property only as specified in paragraph 2.11.5 of this Agreement, Visits to Employer Work Locations.

Article 8.7 Revocation of License

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

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ARTICLE 9 MISCELLANEOUS PROVISIONS

Article 9.1 Educational Incentive

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

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

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ARTICLE 10 SCHEDULING

Article 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.

Article 10.2 Scheduled Work Week

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

Article 10.3 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.

Article 10.4 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 at the job site for lunch and return there from lunch. The beginning of the meal period may be accelerated or delayed, as the case may be, 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. Where employees work four (4) or more hours beyond a regular eight (8) hour shift, they will be given a one-half (1/2) hour unpaid meal break. Where the nature of the work will not permit a contiguous thirty (30) minutes or sixty (60) minute meal break, the break for the meal may be divided, but shall still total either thirty (30) or sixty (60) minutes. Where the nature of the work does not permit scheduled meal breaks, the MOA shall make alternate arrangements to enable employees to eat a meal.

Article 10.5 Overtime

A. Policy

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

B. Voluntary Overtime

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

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Undesired overtime shall be assigned in inverse order of seniority by classification. 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 single contact number which has been provided by the employee. Overtime work, which is continuous with the regular work assignment, need not be separated from the assignment. For call out overtime in emergency situations, preference shall be given to qualified employees on the volunteer list. If no individuals are available, qualified employees shall be assigned by the employer, as necessary.

C. Shift Overtime

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; hours paid as holiday pay for the New Year's Day, Independence Day, Thanksgiving Day, and Christmas holidays, shall be counted 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.

Article 10.6 Starting Times, Reporting Locations, and Work Schedules

The MOA shall schedule all starting times, reporting locations, and work schedules. Employees must be advised of any changes in starting times or reporting location at least twelve (12) hours before any such change is implemented. When the MOA does not notify or attempt to notify employees of such change 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.

Any changes to work schedules for full time employees will be posted on the appropriate workplace bulletin boards as far in advance as possible. In the absence of unanticipated operational, emergency, or safety needs, work schedules shall not be changed without forty-eight (48) hours notice except as provided elsewhere in this agreement or as necessary in dealing with absences due to jury duty.

Article 10.7 Shifts

All shifts shall be scheduled by the MOA. If a shift is proposed by the employer other than an 8 hour or 10 hour shift, those employees scheduled to work that shift shall by majority vote approve such proposed schedule prior to its implementation. 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. Shop stewards shall conduct the vote on the schedule proposed by the employer.

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Article 10.8 Guaranteed Relief

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

Article 10.9 Call-Outs

All call outs 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.

Article 10.10 Wait Time

When employees are required to wait because of temporary breakdown or shortage of materials, temporary weather conditions, or for any other cause beyond their control, no time shall be deducted from this period.

Article 10.11 On-Call Time

No employee shall be in on-call status unless scheduled for such by the MOA. The rules and requirements applicable to employees in on-call status shall be determined by the management of the department within which the on-call employee is employed. Time spent in on-call status does not count as hours worked for the purposes of determining overtime eligibility within the workweek. On-call assignments will be made on a rotation basis from a list established by the MOA.

Article 10.12 Travel

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

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**ARTICLE 11
CLASSIFICATION AND WAGE SCHEDULES**

Article 11.1 Classifications

RANGE	CLASSIFICATION	NUMBER
6	Seasonal Gardener I	717
	Seasonal Parks Caretaker I	742
7	Gardener I	816
	Parks Caretaker I	841
10	Gardener II	718
	Parks Caretaker II	743
11	Gardener III	716
17	Parks Caretaker Operator	744
18	Parks Foreman (Working)	745

Article 11.2 **January 1, 2008, Wage Schedule**

Grade	Step 1	Step 2	Step 3	Step 4
06	13.09	13.75	14.43	15.16
10	15.91	16.71	17.54	18.41
11	16.71	17.54	18.41	19.33
17	22.38	23.51	24.68	25.91
18	23.51	24.68	25.91	27.21

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Article 11.3 **August 18, 2008 Wage Scale**

This wage schedule reflects a two and seven tenths (2.7) percent increase over the wage schedule in Article 11.2.

This wage scale shall become effective the first full pay period on or after Assembly approval.

Grade	Step 1	Step 2	Step 3	Step 4
06	13.44	14.12	14.82	15.57
07	14.12	14.82	15.57	16.34
10	16.34	17.16	18.01	18.91
11	17.16	18.01	18.91	19.85
17	22.98	24.14	25.35	26.61
18	24.14	25.35	26.61	27.94

Article 11.4 **January 1, 2009, Wage Schedule**

This wage schedule reflects a three (3) percent increase over the wage schedule in Article 11.3.

This wage scale shall become effective the first full pay period on or after January 1, 2009.

Grade	Step 1	Step 2	Step 3	Step 4
06	13.84	14.54	15.26	16.04
07	14.54	15.26	16.04	16.83
10	16.83	17.67	18.55	19.48
11	17.67	18.55	19.48	20.45
17	23.67	24.86	26.11	27.41
18	24.86	26.11	27.41	28.78

PUBLIC EMPLOYEES, LOCAL 71

ARTICLE 12 TERMS OF AGREEMENT, RENEGOTIATION

Article 12.1 Effective Date and Duration

The Agreement is effective the date of ratification by both parties as required by AMC 3.70.130A. This Agreement shall expire at midnight June 30, 2013.

Article 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 parties, both parties must participate in the negotiations. Negotiations must commence at least ninety (90) days before the expiration date of this Agreement. If no 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.

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**ARTICLE 13
ENTIRE AGREEMENT**

13.1 Entire Agreement

This agreement supersedes all prior agreements, written or oral, unless expressly stated herein and constitutes the complete and entire agreement between the parties.

The parties acknowledge that during negotiations resulting in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Municipality and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

MUNICIPALITY OF ANCHORAGE

PUBLIC EMPLOYEES, LOCAL 71

Lisa Arnold
Labor Relations Director

Robert Johnson
Business Manager/Secretary Treasurer

Mary Susan Goocey
Committee Member

William Meers
Business Representative

David K. F. Otto
Employee Relations Director

Leon Chatman
Committee Member

Mark Begich
Mayor

Dave Culbreth
Committee Member

ATTEST:

Barbara Gruenstein
Municipal Clerk

PUBLIC EMPLOYEES, LOCAL 71

CERTIFICATION

I certify that the foregoing Agreement was ratified by a majority vote of the members of the Anchorage Assembly, at a properly called meeting on the ____ day of _____ 2008.

MUNICIPALITY OF ANCHORAGE

DATED: _____

BY: _____

Its _____

PUBLIC EMPLOYEES, LOCAL 71

CERTIFICATION

I certify that the foregoing Agreement was ratified by a majority of the members of the bargaining unit present and voting at properly called meetings on the ____day of _____ 2008.

PUBLIC EMPLOYEES, LOCAL 71

DATED: _____

BY: _____

Its _____

PUBLIC EMPLOYEES, LOCAL 71

APPENDIX A

PUBLIC EMPLOYEES, LOCAL 71

APPENDIX B

Union Seniority Tie-Breaker

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