

Grievance Resolution

by and between

MUNICIPALITY OF ANCHORAGE

and the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1264

Subject: Payroll Pay Errors: 2017-05

This Grievance Resolution is between the Municipality of Anchorage (Municipality) and the International Association of Firefighters Local 1264 (IAFF). The Municipality and the IAFF are parties to the Collective Bargaining Agreement (CBA) in effect as of July 17, 2017.

September 11, 2017, the Municipality implemented a new payroll program, SAP, which has resulted in payroll errors to bargaining unit employees. Article 27.8 of the collective bargaining agreement contains a provision that states in relevant part: "If the Municipality fails to correct confirmed errors in pay by that next full pay cycle, then the employee shall receive fifty dollars (\$50.00) for each day after the next full pay cycle during which the error in pay remains uncorrected."


As of the date of this grievance resolution, there continue to be payroll errors to bargaining unit employees. Accordingly, this grievance resolution applies to any currently (as of the date of this agreement) known SAP pay system defects as listed on Attachment A. Should there be any new SAP pay defects (or if a defect that was previously fixed reoccurs), IAFF may file a new grievance if the pay errors are not resolved in accordance with the CBA. In addition, if the current defects are not corrected by June 30, 2019 IAFF may file a new grievance.

1. The Municipality agrees to waive all SAP system defect overpayments during the period of September 11, 2017 to signing of this agreement, as well as all overpayments after signing, that are the result of SAP configuration (defect) errors that exist as of the date of this agreement. In exchange for forgiving overpayments, IAFF agrees to waive any monies due to bargain unit employees under Article 27.8 of the CBA for errors in pay.
2. The parties agree that employees who have been underpaid since October 6, 2017 until all SAP configuration errors are completely resolved will be paid all amounts owed to them.
3. The Municipality agrees to deposit in each active employees' (as of December 31, 2018) leave account one hundred twenty (120) hours of non-cashable leave for 40 hour employees, one hundred and sixty (160) hours of non cashable leave for dispatch employees, and two hundred and sixteen (216) hours of non-cashable for Kelly shift employees. IAFF employees will see the available non-cashable leave on their January 25, 2019 paycheck. IAFF members who promoted to a non-represented or executive position who are active employees shall have forty (40) hours of non-cashable leave deposited into their leave account. IAFF members who have separated from Municipal employment shall receive forty (40) hours of cashable leave. In exchange for this non-cashable leave for active employees and cashable leave for separated employees leave IAFF agrees to waive any monies due to bargain unit employees under Article 27.8 of the CBA for errors in pay.

4. If employees separate from Municipal employment prior to December 31, 2019 and they were unable to use some or all of the non-cashable leave awarded through this grievance resolution, the non-cashable leave will be converted to cashable leave at time of separation.
5. Any employee who has left employment from September 11, 2017 to the signing of this agreement that had an overpayment deducted from his or her final pay check, the employee will be refunded the amount.
6. The Municipality agrees to reimburse IAFF for legal costs associated with this grievance up to \$40,000.00.
7. The parties agree that payroll errors that are the result of an employee's error are not a part of this grievance resolution. In addition, any errors related to leave calculations that did not result in a pay discrepancy are not considered payroll errors and, therefore, are not a part of this grievance resolution.

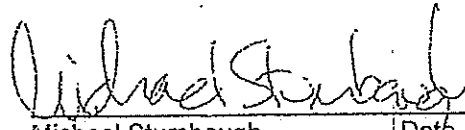
IN WITNESS WHEREOF, this Agreement is entered into freely and voluntarily by the signatures of the parties below.

Signed For the MOA:


Karen Norsworthy
Employee Relations Director

12-31-2018
Date

Signed for the IAFF:


Michael Stumbaugh
President

12-30-18
Date