

Request No. \_\_\_\_\_

**REQUEST FOR ADVISORY OPINION  
BOARD OF ETHICS  
AMC 1.15.080**

NAME: John Steiner, Anchorage School Board President

POSITION: \_\_\_\_\_ Current or \_\_\_ former Employee  
\_\_\_\_\_ Current or \_\_\_ former Appointed member of municipal authority  
  x   Current or \_\_\_ former Elected Official  
\_\_\_\_\_ Candidate for Municipal Office or employment  
\_\_\_\_\_ Municipal Clerk \_\_\_\_\_ Municipal Attorney

I AM REQUESTING INTERPRETATION AND APPLICABILITY OF THE FOLLOWING SECTION OF THE MUNICIPAL CODE OF ETHICS:

\_\_\_\_\_  
THE SITUATION IS: Please see the attached document

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand Board of Ethics Advisory Opinions are required to be posted on the Municipal website. (AMC 1.15.080 C)

I waive confidentiality   x   I request this advisory be kept confidential \_\_\_\_\_

John Steiner  
Printed Name

*John Steiner*  
Signature

6/23/09  
Date

5530 E. Northern Lights Blvd  
Address

Address

(907) 742-4312  
Phone

Phone

School Board President  
Position/Title

Position/Title



# Anchorage School District

5530 E. Northern Lights Blvd.  
Anchorage, Alaska 99504-3135  
(907) 742-4000

## SCHOOL BOARD

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## SUPERINTENDENT

Carol Comeau

June 22, 2009

Board of Ethics  
Municipality of Anchorage  
632. W. 6<sup>th</sup> Avenue  
Anchorage, AK 99501

To the Members of the Board of Ethics:

One of our employee bargaining units has raised a question concerning application of the Municipal Ethics Code to a provision in a school district labor agreement. The School Board requests guidance due to a concern that the Ethics Code may bar implementation of the contract provision.

### Potentially Applicable Language

AMC 1.15.020 A states that no person shall:

7. Divert or permit the diversion of municipal personnel time, municipal services, vehicles, equipment, materials or other property for a purpose unrelated to municipal business. (emphasis added)

AMC 1.15.025(I)(1) states that administrative divisions of municipal government shall not:

- a. Expend municipal funds for the support, opposition or endorsement of candidates for any elected government office.

School Board Policy 950 states:

Employees shall not use facilities, equipment, data, or supplies of the District or Municipality to support an employee's personal endeavors, including contemporaneous service or employment, except to the extent the general public has the same access to use.

Board Policy 971(b), citing Municipal Ethics Code (AMC Section 1.15.025(I)) for authority, prohibits:

1. using their position over another employee to encourage or discourage a campaign contribution, endorsement, or other support for a political candidate;

2. engaging in campaigning, political endorsement, or campaign fundraising while on duty;
- ...
5. using or depicting District property or facilities in a manner unavailable to the public.

### **Contract Provision**

One of the District's labor agreements provides for "voluntary political contributions" via a payroll deduction "check off" option for a set dollar amount to be deducted from each paycheck. That deduction would then be sent by the district to the bargaining unit's Political Action Committee (PAC). The PAC would use money from this source as well as other contributions to influence various political campaigns including Municipal elections. A copy of the provision, Section 10.05 of the Teamsters Local 959 Agreement, is attached to this request.

### **Policy Committee's Concern**

The School Board Policy Committee identified the following concern: Depending on how many people use this option, time and effort would be needed by the district's payroll department to implement this employee deduction. The payroll department would need to manually ensure that the deduction did not exceed the hourly employee's net pay during pay periods where the employee worked fewer hours. The department would also have to input requests to start and stop these deductions in a timely manner, total each pay period's deductions, and transmit the total amount deducted to the PAC either by district check or by electronic transfer directly from a district account. The total cost to the district would depend on how many people used this option, and how often they made changes in their deductions. In terms of the overall district budget, the cost of these services would not be large, but it would be more than an insignificant addition to the payroll department's total time and effort.

Payroll deductions are currently allowed for the district's annual charitable giving campaign, for an employee's 401(b)(3) retirement account, employee health insurance, and for legally required deductions such as taxes and court ordered garnishments. No other private entity is allowed access to the district's payroll deduction system. For example, an employee could not have \$10 per month sent to their church, the Sierra Club, or to the National Rifle Association.

Finally, allowing the district's payroll department to be used to implement bargaining unit PAC deductions may be seen as involving district employees in assisting with political fundraising. The transmission of funds directly from district accounts to a PAC, though on behalf of employees, would also seem to raise an appearance of impropriety question, as well as increase the risk of violation of the prohibition against any municipal employee using their position over another employee to encourage or discourage a campaign contribution or to engage in campaign fundraising while on duty.

**Question Asked**

Does allowing a voluntary payroll deduction to a Political Action Committee to be implemented and processed by school district payroll personnel violate the Municipal Ethics Code?

Thank you for your assistance in this matter.



John Steiner  
Anchorage School Board President

cc: Anchorage School Board  
Carol Comeau, Superintendent  
Eric Tollefsen, Executive Director, Human Resources

# Teamsters' Contract

zone where the position is needed.

**9.05** The filling of temporary M-10 jobs in a work zone shall be rotated among the three senior M-9s, or M-8s, M-7s and M-6s when there are not three M-9 employees in the work unit. M-9 employees shall indicate their interest in temporary M-10 positions by signing a list. Selections shall be made from the list on a rotating basis from the three senior M-9s on the list and available on that shift. An employee's name may be added or deleted from the list at any time by that employee.

**9.06** Employees seeking promotion to M-10 positions or to promotions outside their assigned work units must submit written applications to the appropriate supervisor. Only those employees applying and who meet the minimum qualifications and are recommended for promotion shall be considered for interview. Employees who are interviewed and not selected will, upon written request, be notified in writing of the reason(s).

**9.07** All individual position openings will be posted for five (5) working days in the District prior to posting outside of the District.

**9.08** Employees on approved leave shall be considered for promotion or job openings. The employees shall make known, prior to going on leave, the jobs or promotions they may desire, and also leave information if possible where they may be contacted.

**9.09** An employee granted a promotion; i.e., upgrade in job classification and salary, and who is unable to satisfactorily perform the job assignment at the end or during the first 360 working hours of the assignment, will be reassigned to the employee's former range and step.

**9.10** All employees shall be encouraged to participate in training programs. The intent of these programs is to provide training in different duties for the purpose of becoming qualified for promotional or change of unit opportunities. Those employees interested in these programs shall so indicate on a posting as training becomes available and be selected by seniority. Completion of the necessary training may be a prerequisite for a recommendation for promotion.

## ARTICLE 10 DUES CHECKOFF

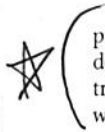
**10.01** During the life of this Agreement, the District will deduct current uniform dues, provided that at the time of such deduction there is in the possession of the District, a current, non-revocable written assignment for that school year, executed by the employee, in the form and according to the terms of the authorization form.

**10.02** The District will deduct current uniform dues from the pay of employees for the first pay period ending in a given calendar month.

**10.03** All sums deducted by the District shall be remitted to the Union at 520 E. 34th, Anchorage, Alaska, 99503 not later than the fifteenth (15th) day of the calendar month in which such deductions are made.

**10.04** The Union agrees to hold the District free from liability in connection with dues collection except for ordinary diligence and care in transmittal of monies to the Union.

**10.05** Voluntary political contributions to A.L.I.V.E., the political unit of Teamsters Local 959, may be made by payroll deduction,



provided the employee signs an approved authorization form designating the amount to be deducted. Such deduction will be transmitted to the A.L.I.V.E., Teamsters Local 959, within one (1) week of the first payday of the month.

## **ARTICLE 11 DISCIPLINE AND DISCHARGE**

### **11.01**

- a. The District retains the right to discipline and/or discharge an employee for just cause. The District may discharge an employee for reasons that include, but are not limited to, drunkenness, theft, dishonesty, gross disobedience, abandonment of duties, or unexcused absences of three consecutive workdays or more. The District will take into consideration, prior to taking disciplinary action and/or discharge, unsatisfactory performance of duties in written documentation maintained by the District. A copy of all written documentation shall be given to the employee at the time of entry into the employee's file. Employees may be represented by a Union representative in any discipline conference.
- b. If the District determines to discharge an employee, the employee shall be given the reason(s), in writing, for such action. Any employee who is discharged shall have the right to grieve under the grievance procedure at Step Three.
- c. The District and the Union jointly agree that a termination of employment is the most severe disciplinary action that the District can take. In order to offer the employee fair treatment, the following will be taken into consideration prior to an employee's discharge:
  1. The District will, before finalizing the disciplinary action, make reasonable effort to discover whether or not the employee did in fact violate or disobey a rule and/or order of management.
  2. The District agrees to administer disciplinary action and discharge equitably without discrimination against any one particular employee.
  3. The District agrees to explore various alternatives available for disciplinary action prior to discharging any employee.

**11.02** Each regular employee shall give the District two (2) weeks' notice before leaving its employment, unless mutually agreed beforehand between the District and the Union. Except for just cause termination, the employee shall be given two (2) weeks' notice or two (2) weeks' pay prior to involuntary discharge.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

Any grievance, complaint, or dispute arising from the interpretation or application of the terms of this agreement may be handled in the following manner:

**12.01** The employee shall report the grievance to the shop steward or such other Union representative as may be designated by the Union within twenty (20) working days of the event giving rise to the grievance or within twenty (20) working days of the time any party knew or had reason to know of the existence of the grievance.