

**LETTER OF AGREEMENT**  
by and between  
**MUNICIPALITY OF ANCHORAGE (MOA)**

and the  
**ANCHORAGE MUNICIPAL EMPLOYEE'S ASSOCIATION, INC. (AMEA)**

**Subject: Concessions and Contract Extension**

**Number: AMEA – 001**

**Article 7, Sections 7.1.6, 7.8.7; Article 9, Section 9.1.1; Article 13, Section 13.1**

The MOA and AMEA worked collaboratively to assist in balancing the budget and agree to the following concessions and changes to its collective bargaining agreement.

**Article 7**

The parties agree to amend Article 7 by adding a new section 7.1.6 (Personal Holiday) to section 7.1 and a new section 7.8.7 (2009 Furlough Leave Without Pay) to section 7.8 as follows:

**Article 7.1.6 Personal Holiday**

- A. On January 1, 2011 each current AMEA employee will be credited with an eight-hour personal holiday; and each current AMEA part-time employee will be credited with a prorated personal holiday based on the employee's budgeted full-time equivalency (FTE).
- B. On January 1, 2012 each current AMEA employee will be credited with an eight-hour personal holiday; and each current AMEA part-time employee will be credited with a prorated personal holiday based on the employee's budgeted full-time equivalency (FTE).

**Article 7, Section 7.8.7, 2009 Furlough Leave Without Pay**

- A. Upon Assembly approval, all AMEA employees will be required to take fifty-six (56) hours of furlough leave without pay during the remainder of the 2009 calendar year. This section 7.8.7 applies to calendar year 2009, and expires at midnight on December 31, 2009.
- B. A furlough leave without pay requirement shall be applied equally to all AMEA employees throughout the Municipality, so all AMEA, regular and probationary, full-

time employees are subject to the 56 hours furlough leave without pay requirement. All regular and probationary, part-time employees are subject to a pro-rated furlough leave without pay requirement based on the employee's budgeted full-time equivalency (FTE).

- C. The Director may require the imposition of a proportionate amount of furlough leave without pay for AMEA employees serving in a seasonal or temporary capacity, depending on departmental requirements and needs.
- D. AMEA employees transferring to a non-represented, non-AMEA represented, executive, or part-time position shall not be subject to additional furlough leave requirements under this subsection after the date of such transfer, except as may be otherwise required for the new position. Under these circumstances, the employee shall only be responsible for taking the pro-rated furlough leave required prior to the transfer. AMEA employees hired or acquiring regular status after the effective starting date of the furlough leave without pay shall only be required to take a pro-rated amount of furlough leave, based on the number of pay periods remaining in the year.
- E. Unless mutually agreed to otherwise, the MOA agrees that an AMEA employee will not be required to serve more than ten (10) hours of furlough leave without pay in any pay period.
- F. Scheduling.
  - a. Furlough leave without pay is scheduled in advance and is subject to approval by the department head; it may either be scheduled by the department head or may be requested by the employee and is subject to approval, in the same manner as other leave.
  - b. Whenever the department head determines the operational needs of the department permit it, the scheduling of furlough leave may be at the employee's convenience.
  - c. With the approval of the department head, an employee may choose to take furlough leave in blocks of time larger or smaller than ten (10) hours per pay period, until the total amount of required furlough leave is taken.
  - d. Unlike annual leave, furlough leave is not accruing; it is a set 56 hours, and is required to be taken within the 2009 calendar year.
- G. Furlough leave without pay shall not affect an employee's eligibility for health, life and disability insurance, service recognition, leave accrual, longevity or holiday pay. Furlough leave without pay shall not be considered a break in service, and shall not impair an employee's seniority or anniversary date.

- H. The duties of an AMEA employee on furlough leave without pay may be assigned to and performed by another AMEA employee while the furloughed employee is on leave.
- I. Except for layoff, or separation for medical or other approved emergency reasons, if an employee separates from municipal employment, the untaken furlough leave shall be charged against the employee's cashable leave balance hour-for-hour, on a pro-rated basis in their final pay.
- J. By December 31, 2009, employees who fail to take the required furlough leave shall have the difference between the furlough hours taken and the required furlough hours subtracted from the employees' annual leave account no later than the last full pay period in January 2010.

### **Article 9**

Article 9, section 9.1.1 paragraphs D & E shall be amended and a new paragraph F added so as to read as follows:

- D. **2011.** Anchorage CPI-U average for the previous five-year period 2006-2010; minimum two and one-half percent (2.5%) and a maximum of three and nine-tenths percent (3.9%).
- E. **2012.** Anchorage CPI-U average for the previous five-year period 2007-2011; minimum two and one-half percent (2.5%) and a maximum of three and nine-tenths percent (3.9%).
- F. **2013.** The parties shall have the option to require the contract be "opened" for the sole purpose of negotiating an increase in wages for the period January 1 to December 31, 2013. If either party elects to exercise this option, it shall give at least ninety (90) days written notice to the other party prior to December 31, 2012. Notwithstanding any other provisions of this agreement, the process and procedures of AMC 3.70.100 shall apply if no agreement is reached within sixty days of the start of negotiations.

### **Article 13**

Article 13, section 3.1 (Effective Date and Duration) shall be amended as follows:

Article 13, section 3.1

This Agreement is effective commencing the day after Assembly approval, and will expire at midnight on December 31, 2013.

The parties agree this agreement modifies the collective bargaining agreement between the parties.

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

SIGNED FOR:

ANCHORAGE MUNICIPAL EMPLOYEES  
ASSOCIATION, INC.

MUNICIPALITY OF ANCHORAGE

Mark McKee 6-17-09  
Mark McKee Date  
President, AMEA

Lisa Arnold 6-17-09  
Lisa Arnold Date  
Acting Employee Relations Director

John Marton 6/22/09  
John Marton Date  
Arbitrations/Negotiations