

**ADMINISTRATIVE AGREEMENT**  
**by and between the**  
**MUNICIPALITY OF ANCHORAGE**  
**and the**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302**

**Subjects: Military leave**

**L302 AA # 2019-01**

This Administrative Agreement (Agreement) is between the Municipality of Anchorage (Municipality) and the International Union of Operating Engineers, Local 302 (L302). The Municipality and the L302 are parties to a negotiated Collective Bargaining Agreement (CBA) effective July 23, 2019.

During contract negotiations the Municipality added process language to the CBA for Military Leave. After additional review of the language, the Municipality and L302 have agreed to revert to the original contract language with a slight modification to the language and remove the process language. The process language will be updated and clarified in a process document. The process document will explain that when employees elects to use military leave the Municipality will recoup up to or equal to the amount that the military has paid unless the military pay is greater than the Municipal pay. In cases where the military pay is greater, the Municipality will recoup what the Municipality has paid.

Effective July 23, 2019 Article 4.8 Military Training/Duty Leave will be changed as outlined below.

**Article 4.8 - Military Training/Duty Leave**

- A. Any regular employee who is ordered to report to military training or active duty in the Army, Navy, Air Force, Coast Guard, Marine Corps, National Guard or organized military reserves of the United States shall be allowed up to fifteen (15) working days leave of Military Leave per calendar year for such purpose. Military Leave shall not be deducted from employees' annual leave accounts. When employees are order to report, employees can choose to use: During such leave, the Municipality will recoup up to and equal to the amount that the employee is paid by the military unless the military pay is greater. In cases where the military pay is greater, the Municipality will recoup the amount the Municipality has paid the employee. 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.

~~1. Military Leave — The difference between military leave paid by the Municipality and earnings received from the Military must be paid back to the Municipality (if amount the Municipality paid is greater). Employees who elect to use Military Leave will be paid in full for Military days taken, up to fifteen (15) days in a calendar year. When the employee returns to work, the employee is required to turn in an earnings statement from the Military to Central Payroll Services within thirty (30) days of returning to work. Any amount owed to the Municipality will be deducted from the employees' next paycheck. Once the employee elects to use Military Leave, the employees cannot change to a different type of leave (annual leave or military leave without pay) after returning from the employees' Military training or active duty;~~

~~2. Annual Leave — Is deducted from the employee's annual leave account; or~~

~~3. Military Leave without pay.~~

~~Employees ordered to report for additional periods (in excess of the fifteen (15) working days of Military Leave) for military training or active duty may use their annual leave or military leave without pay.~~

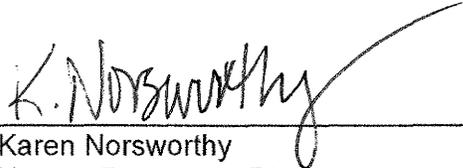
B. Military Active Duty leave without pay.

1. An employee ordered to active military duty shall upon request be entitled to up to five (5) years of military leave without pay for the purpose of fulfilling the employee's military commitment.
2. An employee placed on military leave without pay under this subsection will:
  - a) Remain a Municipal employee;
  - b) Be reinstated in accordance with Article 3;
  - c) Have the opportunity to purchase health insurance in accordance with the health plan and federal and state law; and
  - d) May elect to use paid annual leave or elect leave without pay.
3. A reinstated employee shall be reemployed in such a manner as to give the employee such status in employment as the employee would have enjoyed if the employee had continued in that employment.
4. An employee placed on military leave without pay may be replaced by temporary or substitute employees, depending on the needs of the agency and the anticipated duration of the leave.
5. To the extent that an employee is guaranteed rights under federal or state law which exceed the benefits contained in this subsection, the applicable law will apply.

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

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

FOR THE MUNICIPALITY:

  
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Karen Norsworthy  
Human Resources Director

FOR THE L302:

  
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Bill Sims  
L302 Business Representative