

## Letter of Agreement

By and between

**MUNICIPALITY OF ANCHORAGE**

and the

**PLUMBERS & PIPEFITTERS, LOCAL 367**

**Subject: 15-01 Clarification to Contractual Language for the Collective Bargaining Agreement Approved May 20, 2014.**

This Letter of Agreement (Agreement) is between the Municipality of Anchorage (Municipality) and the Plumbers and Pipefitters. The Municipality and Plumbers and Pipefitters are parties to a Collective Bargaining Agreement (CBA).

The purpose of this agreement is to clarify problematic language of the approved CBA. Language was discovered that created unintended consequences to department operations so the MOA and the Plumbers and Pipefitters worked collaboratively to resolve these issues. A majority of these changes are to clarify confusing language for when employees on a treatment schedule observe a holiday and how much holiday pay they will receive. Further changes were necessary to relieve manual processes for minimum annual leave usage; and reduce the consecutive hours worked consistent with a previous Agreement for guaranteed relief due to safety purposes.

1. Effective upon Assembly approval of this agreement language in 4.2.1 Holiday Falling on a Regular Day Off will be amended by the following:

### **Section 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 observed as the holiday. For these employees, when a recognized holiday falls on a Sunday, the Monday following shall be observed 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 workday shall be observed as the holiday. When the recognized holiday falls on the employee's second day off, the following scheduled workday shall be observed as the holiday.

For employees working a modified work schedule (such as a 4/10 schedule), when the recognized holiday falls on the employee's first or second day off, the preceding, scheduled workday shall be observed as the holiday. When the recognized holiday falls on the employee's third, fourth, fifth, or sixth day off, the succeeding scheduled workday shall be observed as the holiday.

2. Effective upon Assembly approval of this agreement language in 4.2.3 Holiday Pay will be amended by the following:

### **Section 4.2.3 Holiday Pay**

Regular employees shall be paid holiday pay as follows:

- A. Regular full time employees working a five (5) day eight (8) hour shift shall be paid an eight (8) hour holiday at the employee's factored rate of pay.
- B. Regular full time employees working an alternate schedule shall be paid hours for a holiday as follows:
  - 1. Regular full time employees working a four (4) day ten (10) hour shift shall be paid a ten (10) hour holiday at the employee's factored rate of pay.
  - 2. Employees working the Treatment Facilities Alternate Schedule shall be paid no more than a twelve (12) hour holiday, which is to be applied against one singular scheduled work day shift the longer of the two (2). In the event that the shift overlaps workdays, then the beginning of the shift is the start of the holiday.
- C. Holiday hours for part-time employees will be based on Full Time Equivalency (FTE). FTE means an employee normally scheduled to work forty (40) hours during the work week. A FTE of 1.0 means the employee is equivalent to a full-time employee. A FTE of less than 1.0 means the employee is a part-time employee (e.g., a 20 hour per week employees has 0.5 FTE and will receive 4 holiday hours).
- D. In addition to holiday pay an employee shall be paid for work performed on a the employee's recognized holiday at the factored straight-time rate unless the employee is eligible to receive overtime pay in the manner stated by Article 5.3.

3. Effective upon Assembly approval of this agreement language in 4.3.2 Regular Use of Annual Leave will be amended by the following:

**Section 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. At least eighty (80) hours of annual leave must be taken each year by ~~December 31~~ the last full pay period of the calendar year, with the exception that 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 deducted from

the employees' leave account at the first pay period of the new calendar year and contributed to the Union Leave Bank.

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 leave.

- 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. Part time employees leave usage requirement will be pro-rated based on hours worked.
- E. Donation of Leave. An employee may donate cashable annual leave to a fellow employee who is qualified under the MOA's Leave Donation Program.

3. Effective upon Assembly approval of this agreement language in 5.8 Guaranteed Relief will be amended by the following:

**Section 5.8 Guaranteed Relief**

- A. Employees are guaranteed a break of eight (8) consecutive hours between their regularly scheduled shifts.
- B. During weekends, holidays, and scheduled leave, employees working sixteen (16) or more continuous hours are guaranteed a break of eight (8) consecutive hours prior to their next regularly scheduled shift.
- C. The employee shall have his or her start time delayed by the amount of time necessary to provide the employee with eight (8) consecutive off-duty hours. Guaranteed relief shall be paid at the factored straight time rate. If an employee is required to report to work without having had this break, the hours he or she is required to work shall be paid at the overtime rate.
- D. Employees working overtime on callout (s) with an aggregate relief of ten (10) hours or more from the end of the prior regular scheduled shift and start of the next regular scheduled shift, are exempt from the guaranteed relief period, except as stated in letter B of this section.

Pursuant to 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 in behalf of a party. The duly authorized representatives, on behalf of the parties to this agreement, hereby affirm and certify as follows:

- A. This agreement complies with Anchorage Municipal Code section 3.70.130.
- B. Section 3.70.130 requires Assembly approval of all modifications and amendments, no matter how denominated.
- C. Absent Assembly approval as required by section 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 section 3.70.130, written clarifications and interpretations within the definition of "administrative letter" are invalid.
- E. Section 3.70.010 prohibits the use of administrative letters to vary the explicit terms of a labor agreement.
- F. Intentional actions in violation of section 3.70.130 are subject to fines and penalties under section 1.45.010.
- G. Remedial actions: in the event the provisions of section 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.

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

FOR:

Municipality of Anchorage



Date: 3/2/15

FOR:

Plumbers & Pipefitters, Local 367



Date: 3-2-15