

LETTER OF AGREEMENT

by and between

MUNICIPALITY OF ANCHORAGE

and the

Anchorage Municipal Employees Association, Inc.

**Subject: Clarification and Changes Regarding Dues Check-Off
Pay Period Deductions**

This Letter of Agreement (Agreement) is between the Municipality of Anchorage (Municipality) and the Anchorage Municipal Employees Association, Inc. (AMEA). The Municipality and AMEA are parties to a Collective Bargaining Agreement (CBA).

The CBA at Article 2.9.3 provides for payroll deduction of AMEA regular dues and initiation fees for those employees who have signed a dues deduction form. The Municipality is required, on a "bi-monthly basis" to deduct such dues and fees, but must forward by the fifteenth day of the month following the month in which the dues are checked off. This implementation of contract language results in dues and fees being deducted over 24 pay periods, which is semi-monthly, in order to be forwarded monthly to AMEA, and rather than the intended 26 pay periods as occurring under the prior CBA. Notwithstanding any contrary provision of the current CBA, and to clarify the intent of the parties, this Agreement provides that dues and fees shall be deducted each pay period. Article 2.9.3 is amended as follows:

2.9.3 Dues Check Off

The MOA will deduct from the wages of those employees who have signed a dues check off authorization form approved by the MOA, each pay period ~~a bi-monthly basis~~, the regular dues and initiation fees owed by the employee to the Association. The forms being used by the parties on the effective date of this Agreement are approved. The MOA shall forward such dues and initiation fees to the Association by the fifteenth (15th) day of the month following the month in which said dues are checked off. The MOA shall use reasonable care in checking off and forwarding said dues and initiation fees, but shall not be liable for any failure to do so other than an intentional, bad faith failure to forward said dues and initiation fees.

The parties agree this Agreement modifies the provision of the current CBA at Article 2.9.3 only.

This Agreement represents the entire agreement between the parties on this issue. Any other written or oral compromise, agreement or representation not specifically included shall be null and void, without effect.

No other term, article or section of the AMEA CBA is affected by this agreement.

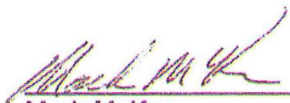
Pursuant to AMC 3.70.130D., each and every collective bargaining contract, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall include a summary of requirements and remedial provisions, and the certification under oath or affirmation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

AGREED TO AND SIGNED FOR BY:

For AMEA:

 6-18-14
Mark McKee Date
President, AMEA

For MOA:

 6/13/14
Nancy Bear Usera Date
Acting Director, Employee Relations