

LETTER OF AGREEMENT

by and between

MUNICIPALITY OF ANCHORAGE

and the

ANCHORAGE MUNICIPAL EMPLOYEES ASSOCIATION, INC.

Subject: Scheduling Clarification to Contractual Language for the Collective Bargaining Agreement Approved May 6, 2014.

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 purpose of this agreement is to clarify language of the approved CBA. Language that limits flexible scheduling has proven to negatively impact department operations. Additionally, clarification is needed regarding rest and meal breaks; and a definition is deleted that caused unintended impact on current pay practices. The MOA and the AMEA worked collaboratively to resolve these issues.

1. Effective upon Assembly approval of this Agreement language in 2.2 Definitions will be amended by the following:

~~R.~~ Shift

~~A regularly scheduled period of work hours defined by start and end times.~~

~~S.~~R. Swing Shift (Section letter change only)

~~T.~~S. Temporary Employees (Section letter change only)

~~U.~~T. Work Day (Section letter change only)

~~V.~~U. Work Unit (Section letter change only)

~~W.~~V. Work Week (Section letter change only)

2. Effective upon Assembly approval of this Agreement language in Work Schedule will be amended by the following:

A. Regular work schedule. A regular work schedule for a full-time employees shall normally consist of a five (5) consecutive day week, eight (8) hours a day, forty (40) hours a week, unless on A temporary schedule change can be agreed upon in advance by the Supervisor and the employee to meet unanticipated workloads/business needs or unanticipated employee personal needs. The temporary schedule will be within the work week and provide for forty (40) hours in that work week. ~~an approved alternate work schedule.~~

Part-time work schedules shall consist of those hours established for each specific position.

3. Effective upon Assembly approval of this Agreement language in Rest Breaks and Meal Breaks will be amended by the following:

10.3 Rest Breaks and Meal Breaks

A. Rest Breaks

Except in an emergency situation, all employees scheduled to work an eight (8) hour shift and work at least six hours of the shift shall be allowed one (1) paid rest break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and a paid fifteen (15) minute rest break during the second (2nd) half of the shift.

B. Meal Breaks (paragraph four {4})

For work before or after a scheduled shift of eight (8) hours or more, an additional one (1) hour meal period shall be paid at the applicable rate after the first two (2) cumulative hours before and/or after the employee's scheduled shift for that day. This meal period only applies if the supervisor did not give an employee twenty (24) hour notice of a temporary shift change or if the required hours are in addition to the regular forty (40) hour scheduled shifts.

This Agreement represents the entire agreement between the parties on these issues. 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:

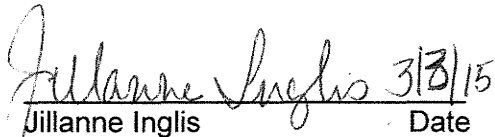
- A. This agreement complies with Anchorage Municipal Code section 3.70.130.
- B. Section 3.70.130 requires Assembly approval of all modifications and amendments, no matter how denominated.
- C. Absent Assembly approval as required by section 3.70.130, any modification or amendment, no matter how denominated, 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.

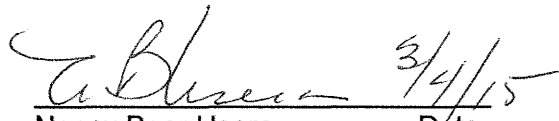
IN WITNESS WHEREOF, this Agreement is entered into freely and voluntarily by the signatures of the parties below.

AGREED TO AND SIGNED FOR BY:

For AMEA:


Jillanne Inglis 3/3/15
President, AMEA Date

For MOA:


Nancy Bear Usera 3/4/15
Acting Director, Employee Relations Date