# LETTER OF AGREEMENT

### by and between

# MUNCIPALITY OF ANCHORAGE

## and the

### ANCHORAGE MUNICIPAL EMPLOYEES ASSOCIATION, INC.

# Subject: Change to Contractual Language on Layoffs 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 modify language of the approved CBA. The MOA and the AMEA worked collaboratively to resolve these issues.

The current language in AMEA Article 3.11.B (last paragraph) is:

"Full-time employees may bump or be placed, bumped, transferred, or demoted into either full-time or part-time positions. Part-time employees may be placed, bumped, transferred, demoted, etc only in part-time positions. Consideration is given on part-time positions based on the part-time status (i.e. less than 15 hours, 15 to less than 20 hours, and 20 to less than 40 hours)."

The AMEA and the MOA have agreed to the following replacement language in the last paragraph of Article 3.11.B effective upon Assembly approval:

"Full-time employees may be placed, bump, transferred, or demoted into full-time positions. When all full-time options have been exhausted, full-time employees may be placed, bump, transferred, or demoted into part-time positions. Consideration shall be given for part-time positions with 20 hours or greater.

Part-time employees may be placed, bumped, transferred, demoted, etc only in part-time positions. Consideration is given on part-time positions based on the part-time status (i.e. less than 15 hours, 15 to less than 20 hours, and 20 to less than 40 hours)."

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 President, AMEA

For MOA:

Candace Sherwood Date Deputy Director, Employee Relations