

Submitted by: ASSEMBLY MEMBER STARR
Chair, Municipal Audit Committee
Reviewed by: Assembly Counsel
For reading: October 28, 2008

CLERK'S OFFICE
AMENDED AND APPROVED
Date: 10-28-08

**ANCHORAGE, ALASKA
AR NO. 2008-260**

**A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY REFERRING THE
ISSUE OF MUNICIPAL ADMINISTRATION COMPLIANCE WITH AMC 3.70.130 TO THE
INTERNAL AUDITOR.**

WHEREAS, the Office of Internal Audit is established in municipal code to provide the Assembly and the Mayor with objective information to assist them in determining whether government operations are adequately controlled and whether the required high degree of public accountability is maintained; and

WHEREAS, by municipal code, the Director of Internal Audit shall not be actively involved in partisan political activities or the political affairs of the municipality; and

WHEREAS, the Assembly is authorized by AMC 3.20.110.B to direct that an audit be undertaken in addition to the annual audit plan; and

WHEREAS, AMC 3.70.070, *Recognition and certification of employee organizations*, provides that the municipality shall recognize and bargain with certified bargaining representatives selected according to the procedures set out in AMC chapter 3.70; and

WHEREAS, AMC 3.70.130.A, *Contracts and amendments*, provides that upon completion of negotiations between the municipality and a bargaining representative, all of the terms and conditions shall be reduced to writing in a single agreement, and the agreement shall then be presented to the appropriate employee unit for ratification and to the Assembly for ratification in the same manner as a municipal ordinance; and

WHEREAS, AMC 3.70.130.B, *Administrative letters*, provides that all administrative letters interpreting provisions of a labor agreement shall be submitted to the Assembly for review and approval by resolution in accordance with Assembly rules of procedure; and

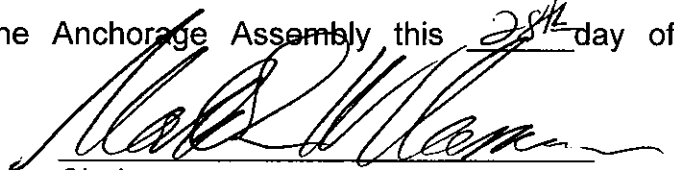
1 WHEREAS, Assembly ratification of labor agreements and Assembly
2 approval of administrative letters interpreting provisions of labor agreements ratified
3 by the Assembly are central components of the check and balance system of
4 government accountability adopted by municipal charter and code; and
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6 WHEREAS, when the Assembly ratifies a labor agreement, the Assembly,
7 the employees within the bargaining unit, and the municipal taxpayers are entitled
8 to rely on municipal code to ensure that the agreement placed before the Assembly
9 for ratification is put into practice by its terms; and
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11 WHEREAS, materials attached by Assembly Memorandum AM 746-2008
12 demonstrate potential significant anomalies in government process that require
13 immediate detailed review to ensure that the municipal check and balance system
14 of accountability as directed by municipal code has not been breached;
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16 NOW THEREFORE BE IT RESOVED that the Anchorage Assembly hereby
17 refers the matter of municipal compliance with AMC 3.70.130 from 1990 to the present to
18 the Internal Auditor for study, with the documents attached to AM 746-2008 and such other
19 materials the Office of Internal Audit deems relevant.[,] The Internal Auditor will provide
20 a for preliminary written report and findings to the Assembly and the Mayor upon
21 completion of the study ~~no later than November 18, 2008.~~
22

23 PASSED AND APPROVED by the Anchorage Assembly this 28th day of
24 October, 2008.
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27 Chair
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29 ATTEST:

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32 Municipal Clerk
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MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM
NO. AM 746-2008

Meeting Date: October 28, 2008

From: Assembly Member Starr, Municipal Audit Committee Chair
Subject: AR 2008-260 – A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY REFERRING THE ISSUE OF MUNICIPAL ADMINISTRATION COMPLIANCE WITH AMC 3.70.130 TO THE INTERNAL AUDITOR.

The Assembly's legislative role includes policy guidance and contract ratification of negotiated labor agreements. As Chair of the Municipal Audit Committee, I was asked by a citizen and several assembly members to review various materials and provide analysis, comment, and recommendation. AMC 3.70.130 is specific in requiring Assembly ratification and approval of labor agreements and all subsequent written memoranda which seek to clarify, amend, or interpret a current labor agreement. Municipal Code does not authorize municipal representatives to vary the explicit terms of a labor agreement from what has been presented to and approved by the Assembly. In my reading, the attached materials demonstrate a potential gap and breach of the check and balance system set out in municipal code 3.70.130. Examples of written memoranda varying specific terms and conditions of an executed labor contract without Assembly knowledge or approval, are so numerous that independent study by the Internal Auditor is warranted.

Included with the attachments to this AM 746-2008 are examples entitled "Memorandum of Agreement" which include the following "side agreement" provision:

This agreement shall supersede any conflicting provisions in Article VI, Section 3(B) of the Municipality's collective bargaining agreement . . ."

By referral to the Internal Auditor, the Assembly, bargaining unit members, and Anchorage taxpayers can be assured that the Internal Auditor's study will provide objective information to assist the Assembly and the Mayor in determining whether foundational government processes are adequately controlled and whether the required high degree of public accountability is being maintained.

No less important is to ensure that the Internal Auditor has unfettered access to all "side agreements" that potentially vary the terms and conditions of contracts subject to Assembly approval or ratification. From time to time, the Assembly calls on the Internal Auditor to perform cost evaluations on labor agreements. Without complete disclosure of these "side agreements", the Internal Auditor cannot properly fulfill the duties of the Office of Internal Audit.

Not all documents compiled to date are included in the attached sampling. The Internal Auditor is relied upon to include all materials deemed relevant to the study by the Office of Internal Audit.

1 With this resolution and subsequent internal audit study, the Assembly fulfills its role in the
2 check and balance system which serves as the backbone in municipal government
3 accountability.
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7 Respectfully submitted:
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10 William Starr
11 Assembly Member, Section 2
12 Municipal Audit Committee Chair
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MEMORANDUM OF AGREEMENT

This agreement is between the Municipality of Anchorage (Municipality) and the Anchorage Police Department Employees Association (APDEA). This agreement is for the purposes of implementing Article VI, Section 3(B) of the Municipality's collective bargaining agreement with the APDEA.

In exchange for the mutual promises of the parties, it is agreed as follows:

1. Effective upon the commencement of the pay period next following the execution of this agreement, the President of the APDEA (President) shall be released to perform functions related to the APDEA, and shall be assigned to the Administrative Division of the Anchorage Police Department (APD). The President shall, for all purposes except as modified herein, remain an employee of APD. The President shall be required to maintain various certifications and as time permits provide training for APD.
2. The President must comply with all Municipality and APD rules of conduct, and must maintain all applicable certifications necessary for the President's former job classification with the Municipality.
3. If requested by the employer, the President will make every effort to instruct in the APD academy or other APD training functions, and will be available to assist in mentoring other employees in the President's most recent job assignment.
4. At the conclusion of the President's tenure as president of the APDEA, the President shall return to his/her former job assignment, if available. If the President's former job assignment is not available, the APD and the APDEA shall cooperate in selecting upon an assignment for the president.
5. This agreement shall supersede any conflicting provisions in Article VI, Section 3(B) of the Municipality's collective bargaining agreement with the APDEA, and shall be enforceable through the grievance procedure in that collective bargaining agreement.
6. The APDEA will pay the Municipality \$36,000, due in quarterly installments of \$9,000. The APDEA's reimbursement responsibility reflects a \$32,800 reimbursement for salary and a \$3,200 reimbursement for benefit costs.
7. The President is not eligible to work any overtime for APD. Apart from this exclusion, the President shall be entitled to all other benefits contained in the Municipality's collective bargaining agreement with the APDEA.
8. The Municipality will pay the President an annual salary in an amount equivalent to the salary portion of the APDEA's reimbursement plus the annual value of the

APDEA president's factored rate. This amount shall be payable through the Municipality's normal payroll system.

9. The rate called for in Paragraph 8 shall be adjusted by whatever across-the-board wage adjustments are accorded APDEA members during the term of this agreement.
10. This agreement shall be reviewed by the Municipality and the APDEA two years after its execution or upon a substantial change in circumstances in the employment status of the current incumbent union president. Unless the parties agree to extend or amend the agreement, the agreement shall expire at that time. This ~~is~~ agreement is non-precedent setting.
11. This agreement will be effective on January 1, 2007

Entered into this 26th day of December, 2006.

David Otto by B.S.
David Otto
Municipality of Anchorage
Director, Employee Relations Dept.

Barbara Stallone
Barbara Stallone
Municipality of Anchorage
Personnel Director, Mgt. Services

Everett Robbins
Everett Robbins
APDEA
President

Mike Coufuriel
Mike Coufuriel
APDEA
Vice-President

MEMORANDUM OF AGREEMENT

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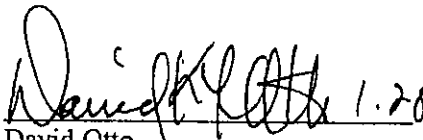
In exchange for the mutual promises of the parties, it is agreed as follows:


1. Effective upon the commencement of the pay period next following the execution of this agreement, the President of the APDEA (President) shall be released to perform functions related to the APDEA, and shall be assigned to the Administrative Division of the Anchorage Police Department (APD). The President shall, for all purposes except as modified herein, remain an employee of APD. The President shall be required to maintain various certifications and as time permits provide training for APD.
2. The President must comply with all Municipality and APD rules of conduct, and must maintain all applicable certifications necessary for the President's former job classification with the Municipality.
3. If requested by the employer, the President will make every effort to instruct in the APD academy or other APD training functions, and will be available to assist in mentoring other employee's in the President's most recent job assignment.
4. At the conclusion of the President's tenure as president of the APDEA, the President shall return to his/her former job assignment, if available. If the President's former job assignment is not available, the APD and the APDEA shall cooperate in selecting upon an assignment for the president.
5. This agreement shall supersede any conflicting provisions in Article VI, Section 3(B) of the Municipality's collective bargaining agreement with the APDEA, and shall be enforceable through the grievance procedure in that collective bargaining agreement.
6. The APDEA will pay the Municipality \$36,000, due in quarterly installments of \$9,000. The APDEA's reimbursement responsibility reflects a \$32,800 reimbursement for salary and a \$3,200 reimbursement for benefit costs.
7. The President is not eligible to work any overtime for APD. Apart from this exclusion, the President shall be entitled to all other benefits contained in the Municipality's collective bargaining agreement with the APDEA.
8. The Municipality will pay the President an annual salary in an amount equivalent to the salary portion of the APDEA's reimbursement plus the annual value of the


APDEA president's factored rate. At present, this amounts to \$104,498. This amount shall be payable through the Municipality's normal payroll system.

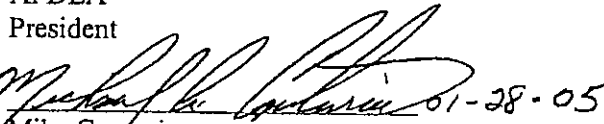
9. Effective January 1st, 2006, a 3.3% rate increase will be applied to the \$104,498.
10. This agreement shall be reviewed by the Municipality and the APDEA two years after its execution or upon a substantial change in circumstances in the employment status of the current incumbent union president. Unless the parties agree to extend or amend the agreement, the agreement shall expire at that time. This agreement is non-precedent setting.
11. This agreement will be effective on February 7th, 2005

Entered into this 28th day of January, 2005.


David Otto
Municipality of Anchorage
Director, Employee Relations Dept.


Barbara Stallone
Municipality of Anchorage
Personnel Director, Mgt. Services


Everett Robbins
APDEA
President


Mike Couturier
APDEA
Vice-President

December 16, 2004

Dear Mayor Begich:

On behalf of the APDEA, I am making an official request to allow me to work full-time in my capacity as the APDEA President. At present, the APDEA contract calls for 50% release time for the APDEA president. It has become clear that this system is not working.

I am a traffic fatality investigator for APD. When fatality cases are received, I devote full time, or more, to my APD job, interviewing witnesses, collecting evidence, and doing the many jobs required of any fatality investigator. This follow-up work can last days or weeks; particularly if multiple fatalities occur within a short period of time. In the meantime, APDEA business goes essentially undone. These sorts of operational conflicts would exist no matter what the APD assignment of the president might be.

I believe a full-time APDEA president would be of significant benefit to the Municipality. Three examples come readily to mind:

1. **Avoiding/Resolving Grievances.** In the last years, APD has reduced the number of pending labor grievances from over 30 to less than five. By intervening in a situation even before it becomes a grievance, the APDEA president can bring about a satisfactory resolution to a problem before the positions of the parties harden. Since each grievance that goes to arbitration costs the Municipality tens of thousands of dollars in arbitration fees, the time spent by attorneys and staff members representing the APD in the arbitration, and any damages awarded by an arbitrator, the savings to the Municipality from the early resolution of grievances can be significant. I can think of one grievance in recent years that cost the Municipality hundreds of thousands of dollars before it was complete; early intervention by the APDEA president could have easily avoided those costs.

Another example of the APDEA's proactive approach to grievances can be found in the grievance filed by the APDEA over procedures adopted by Blue Cross. As the grievance was processed, the APDEA's work brought to the Municipality's attention serious issues about the performance of Blue Cross under its contract with the Municipality. The resulting agreement between the APDEA, the Municipality, and Blue Cross not only benefited all Municipal employees, but saved the Municipality a considerable amount of money.

2. **Implementation of APD's Strategic Plan.** The APD's strategic plan plots an ambitious course, one that relies heavily upon APDEA members for its success. The involvement of the APDEA president in Strategic Plan projects and committees, and in general in continuing to stress the benefits of the Strategic Plan to APDEA members, should be of significant value to the Municipality.

3. **Community Involvement.** The APDEA is in a different role with respect to the community than APD. There are occasions when the APDEA can act as a community leader on law enforcement issues, or take positions on various legislative efforts at the state and local level,


where it would be inappropriate for APD to act. Having a full-time president would allow the APDEA to assume many more responsibilities in this area.


This is not to say that the APDEA will not act in these areas, and more, if it does not have a full-time president. In fact, the APDEA will do all of these things. It is just clear to me that there are finite limits to how much the APDEA can do without a full-time president. I frequently find myself stretched far too thin, and find this situation occurring with an increasing and alarming frequency.

Granting this request would have a limited direct impact on the Municipality. The APDEA is requesting that the president be released full time to the APDEA, assigned to the Administrative Division. The president would be required to comply with all Municipality and Department rules of conduct, would use leave in accordance with APD rules, and would have to maintain required certifications for the job (e.g., firearms qualification). When time permits, I would still instruct in the academy (I teach traffic collision investigation, traffic law, and firearms), and would be able to assist in mentoring in the Traffic Division with fatal collisions.

The president would be placed at an annual salary of \$104,000, and would not receive overtime. This is particularly important because in my case, and likely that of any experienced APDEA President, I have significant seniority to work large amounts of overtime. Since I hope to retire within the next several years, and these last years are important for retirement purposes, my choice is that of resigning as President and working large blocks of overtime resulting in an earning of between \$110K to \$150K. As APDEA President I would be released for 90% to do Association business (10% MOA/APD work as noted in previous paragraph). Since the MOA had previously agreed to 50% APDEA President, the present agreement would be to pay 70% of this salary or \$72,000, and the APDEA would agree to pay the additional amount of \$32,000 for the combined salary of \$104,000. In addition APDEA would pay \$3,200 for the increase benefit costs associated with the \$32,000. These conditions would be memorialized in an agreement between the APDEA and the Municipality, and would be reviewed by the Municipality and the APDEA after two years, or whenever I leave office, whichever occurs first.

Before I became APDEA president, I wondered why police unions in cities of similar size to Anchorage had full-time union presidents. Since becoming APDEA president, I no longer wonder why. I strongly believe that this request not only serves to benefit the APDEA, but also would be to the financial advantage of the Municipality, and would provide many other benefits to the APD and the Municipality.


Approved, Mayor Mark Begich


CC: Municipal Manager, Denis Leblanc
Employee Relations Director, David K. F. Otto
Chief of Police, Walt Monegan
Human Resources Manager, Elizabeth Hill



ANCHORAGE MUNICIPAL EMPLOYEES ASSOCIATION, INC.

520 E. 34th Avenue, Anchorage, Alaska 99503

(907) 565-8209 • Fax (907) 565-8195

LETTER OF AGREEMENT

By and Between

ANCHORAGE MUNICIPAL EMPLOYEES ASSOCIATION, INC. (AMEA)

and the

MUNICIPALITY OF ANCHORAGE (MOA)

Re: Forensic Examiners, On-Call Appointments, and Appendix #1

The parties agree to add this Letter of Agreement to the current labor Agreement, which will include the following additions/modifications to the existing Collective Bargaining Agreement (CBA) applicable to Forensic Examiners and Forensic Examiners, who are designated as on-call where applicable:

A. Article 6, Section 6.10.4(B), shall be amended to add the following section:

10. On-Call Appointment. On-call appointments are appointments to Forensic Examiner positions whereby the employee(s) are hired on an on-call basis, i.e., when there are no normally "scheduled" hours of work, although they may be scheduled for training or meetings. On-call appointments are limited to Forensic Examiner positions, and are not full-time, part-time, or temporary appointments, but are considered regular appointments.

ARTICLE 9

Article 9, Subsection 9.2.2, shall be amended as follows:

9.2.2 Eligibility. Only regular full-time, regular part-time, and on-call employees are eligible for seniority, which will be designated on separate lists. Seniority for new hires shall be established upon completion of probation and shall be effective retroactive to the employee's last date of hire. Seniority for on-call positions shall accrue in the same manner as regular part-time employees.

In the event the Municipality absorbs the business of, replaces or merges with another employer, or is party to a merger of any kind, the seniority of the employees absorbed or transferred thereby shall be determined as in Subsection 9.2.1 above, and they shall be folded into the applicable, regular seniority lists.



D. Pay

Article 9, Subsection 9.1.9(B) (Annual Pay Step Advancement), shall be amended as follows:

B. Annual Pay Step Advancement. Pay step advancements after completing the probationary period shall be the first day following successful completion of:

1. One (1) year of service for full-time employees, as adjusted by the number of calendar days of leave without pay that exceeds thirty (30) during the calendar year and annually thereafter, until the maximum step of the pay range has been reached.
2. 2,080 hours in pay status for part-time employees, and each 2,080 hours in pay status thereafter, until the maximum step of the pay range has been reached.
3. One (1) year of service for on-call Forensic Examiners regardless of whether or not the probationary period is completed, and annually thereafter, until the maximum step in the pay range is reached.

E. On-Call Pay

On-call pay is pay for time that on-call Forensic Examiners are scheduled to remain on-call and is paid at the rate of four dollars (\$4.00) per hour for each hour, or portion thereof, that they are to remain on-call. On-call pay applies only to Forensic Examiner (on-call) positions.

1. On-call Forensic Examiners who are on-call and are called out, shall receive time and one-half (1-1/2) for each hour, or portion thereof, worked on call out, with a guaranteed minimum of two (2) hours pay at time and one-half (1-1/2) their factored rated of pay.
2. On-call Forensic Examiners shall continue to receive on-call pay during all periods of scheduled on-call time even if otherwise working, except if that work is the result of an actual call out.
3. Call out applies solely to on-call Forensic Examiner positions. Call out is defined as when an employee is called into work because of an incident in which an on-call Forensic Examiner is needed by the MOA. Call out is distinguished from call back in that call out only applies to

on-call Forensic Examiner employees, whereas call back applies to all other types of employees.

F. Probationary Period

Article 10, Section 10.3, Subsection 10.3.1 (Purpose) and Subsection 10.3.2 (Appointments) are amended to provide that, as an exception, on-call Forensic Examiners shall serve a probationary period of fifteen (15) exams or eighteen (18) months, whichever comes first.

G. Training / Certifications

When the MOA requires Forensic Examiners to have a SANE-A Forensic Examination Certification, the MOA will pay for costs associated with the certification.

When the MOA requires Forensic Examiners' presence at a training class, the MOA will pay costs associated with the training.

H. Holiday Pay

On-call Forensic Examiners shall be paid for holidays in the same manner as regular part-time employees.

I. On-call Forensic Examiners are exempt from any leave usage and/or leave cap limit under the Contract.

J. Forensic Examiners shall only be required to have a minimum of a two (2) year degree in nursing and an additional two (2) years of professional nursing experience in women's health or emergency nursing.


It is agreed that all provisions of the collective bargaining agreement are applicable to Forensic Examiners, except as provided in this Letter of Agreement.

Appendix #1

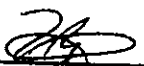
The parties agree to amend Appendix #1 of the current AMEA-MOA Collective Bargaining Agreement to include the classifications of "Forensic Examiner" class code 0468 at pay Range 16.

This Letter of Agreement shall become effective August 1, 2005.

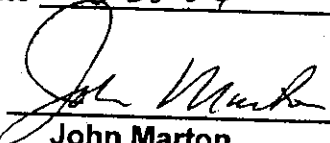
SIGNED FOR THE AMEA

By 
Arshella Smith
President, AMEA

Date 3-1-06

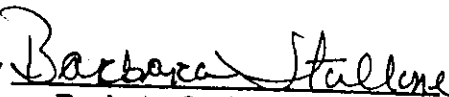
By 
Tim Morgan
Business Representative
Teamsters Local 959

Date 3-26-04

By 
John Marton
Arbitrations/Negotiations
Teamsters Local 959

Date 3/27/06

SIGNED FOR THE MOA

By 
Barbara Stallone
Labor Relations Director

Date 2/23/06

GRIEVANCE RESOLUTION

By and Between

MUNICIPALITY OF ANCHORAGE (MOA)

and the

ANCHORAGE MUNICIPAL EMPLOYEES ASSOCIATION (AMEA)

Re: SART - Forensic Examiners


It is understood and agreed that upon separation from municipal employment due to layoff as the result of Providence Medical Center acquiring the SART program from the MOA, each of the forensic examiners shall receive forty (40) hours' pay at their regular factored rate of pay as a severance pay. This severance pay package supersedes the severance pay established in Article 6, Sections 6.2.2 for the on call forensic examiners only. All other rights and obligations of Article 6, Sections 6.2.1, 6.2.2, and 6.2.3 et seq are still applicable, although the parties agree that the six (6) month layoff notice requirement is waived.

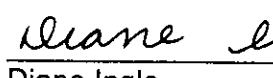
Attached to this resolution is a copy of the Letter of Agreement under which the parties have been operating and will continue to operate until close of business June 30, 2008. Effective the first day after their layoff (7/1/08) the letter of agreement shall expire, although those persons laid off shall retain any layoff/recall rights under AMEA's Contract.


This grievance resolution is non-precedent setting.

FOR AMEA

FOR MOA


John Marton Date 6/5/08
Negotiations/Arbitrations


Diane Ingle Date 6/5/08
Director, H & HS


Misti Yeske Date 6/5/08
HR Specialist

/jja
AMEA\2008\griev res for exam

LETTER OF AGREEMENT
by and between
MUNICIPALITY OF ANCHORAGE (MOA)
and the
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1264 (IAFF)
Subject: Dispatch/Communications Center – Training Compensation

AFD hired five new Dispatchers. These new Dispatchers are finishing up their classroom training and will be on the floor in the Communications Center to begin their next phase of training the week of December 3, 2007. With only four Lead Dispatchers on staff, it is difficult for a Lead Dispatcher to train more than one new Dispatcher at a time. The AFD has developed a new training program to provide the new Dispatchers with the tools, skills, and abilities to make them successful Dispatchers. In order for the new training program to be successful with the large number of new hire Dispatchers, AFD will need seasoned Dispatchers to assist with the training of the new Dispatchers. AFD is proposing the following short term, temporary solution only for the training of these five new Dispatchers.

The IAFF and the MOA have agreed to the following:

- 1) Dispatchers may train new probationary dispatchers. While they are training they will be considered an Acting Lead Dispatcher for pay purposes only. When acting in a higher level position, the employee shall be compensated at the pay rate of the higher rank or five percent, which ever is greater for all time actually served.

Criteria to be utilized to select the Dispatchers for training:

- a. Voluntary basis
 - b. Dispatchers off probation
 - c. Successfully completed the Communications Training Officer Course
 - d. Selection by the Communications Officer
- 2) Lead Dispatcher will receive five percent when new Dispatchers are on duty assigned to their shift.
 - 3) Only when Dispatchers and Lead Dispatchers are assigned a new Dispatcher will they receive a five percent pay increase (or for Dispatchers which ever is greater, compensated at the higher rank or five percent). When the new Dispatcher(s) are released from training or have been terminated the five percent pay increase shall end.
 - 4) The pay increase for training these five new Dispatchers is a one-time, short term, temporary solution and shall expire June 30, 2008.
 - 5) The parties agree this agreement is non-precedent setting.

LETTER OF AGREEMENT
by and between
MUNICIPALITY OF ANCHORAGE (MOA)
and the
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1264 (IAFF)
Subject: Dispatch/Communications Center – Training Compensation

- 6) The parties agree this agreement cannot be introduced nor have any evidentiary value in any grievance, ULP, hearing, or legal matter between the parties except to enforce its terms.
- 7) The parties agree this agreement modifies, substitutes, and changes the provisions of the past or current collective bargaining agreement and letters of agreement between the parties.
- 8) The parties agree this agreement is solely for this case and, as stated above, is non-precedent setting. This agreement has no legal existence beyond the ability of either party to enforce its terms. It is specifically agreed the MOA need not respond to or otherwise deal with any future suggestion this agreement be the basis for any future agreement and it is further agreed that in future discussions once the city objects to any reference to this agreement all further references to it shall immediately cease. A failure of the IAFF to honor this section 8 provision may impact the MOA's willingness to make non-precedent agreements in the future. It shall not be a violation of this agreement for the IAFF, at any future date, to propose a compensation system like this one. However, it shall be a violation of this agreement if, in those discussions or negotiations, the IAFF takes the position (or even suggests) the MOA should agree to any future proposal because it previously agreed to this one.

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

SIGNED FOR THE IAFF

By Tom Wescott
Tom Wescott, IAFF President

Date 21 NOV 07

SIGNED FOR THE MOA

By K. Norsworthy
Karen Norsworthy, AFD HR Director

Date 11-21-2007

SIGNED FOR THE MOA

By Craig P. Goodrich
Craig P. Goodrich, Fire Chief

Date 11-21-07

LETTER OF AGREEMENT

by and between

MUNICIPALITY OF ANCHORAGE (MOA)

and the

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1264 (IAFF)

Subject: Dispatch/Communications Center – Lead Dispatchers

In order to satisfy article 16.8.1 of the collective bargaining agreement (which requires at least one qualified Lead Dispatcher be on duty at all times), the MOA and IAFF signed off on a letter of agreement to create Dispatcher 1 (standby Lead Dispatchers) positions in an effort to avoid mandatory overtime. This agreement has been in effect for the year 2007, while it's served its purpose at the time, it has out lived its usefulness and the MOA has no interest in continuing it. The MOA is proposing the following as an alternative.

The IAFF and the MOA have agreed to the following:

- 1) The 2007 Dispatcher work schedule as outlined in the Letter of Agreement signed October 27, 2006 shall continue until January 6, 2008.
- 2) Effective November 26, 2007, the Dispatcher 1 (standby Lead Dispatcher) working job title and 4% incentive shall be discontinued.
- 3) Effective November 26, 2007, in the event a Lead Dispatcher vacancy occurs, the vacancy will be filled as follows:
 - a. Lead Dispatcher promotional/acting list who are on shift (minimum staffing)
 - b. The Lead Dispatcher overtime list
 - c. The Lead Dispatcher promotional/acting list
 - d. Alternate ranked Lead Dispatchers (those previously in position or previously on promotional/acting list)

When acting in a higher level position, the employee shall be compensated at the pay rate of the higher rank or five percent, which ever is greater for all time actually served.

- 4) Effective November 26, 2007, when staffing is available and a Lead Dispatchers requests and is approved to take the day off or partial shift off (secondary leave; which shall not incur overtime) the Lead Dispatcher position will be filled by on duty staff as follows:
 - a. The Lead Dispatcher Promotional/Acting List
 - b. Alternate ranked Lead Dispatchers (those previously in position or previously on promotional/acting list)

When acting in a higher level position, the employee shall be compensated at the pay rate of the higher rank or five percent, which ever is greater for all time actually served.

- 5) Effective November 26, 2007, tour trades will be allowed between Lead Dispatcher and Dispatchers as outlined below. Tour trades shall be at no cost to the AFD.
 - a. The Lead Dispatcher Promotional/Acting List may work tour trades for Lead Dispatchers
 - b. Alternate ranked Lead Dispatchers (those previously in position or previously on promotional/acting list) may work tour trades for Lead Dispatchers
 - c. Lead Dispatchers may work tour trades for Dispatchers who have been released from training
- 6) Effective November 26, 2007, Lead Dispatchers and Dispatchers (not in training) will only be allowed to leave the campus during their paid meal period (up to one hour) with all of the following conditions:
 - a. When there are at least four dispatchers (including the Lead) on shift, that have been released from training
 - b. If the work load allows for it
 - c. Employee shall carry a pager and personal cell phone while away from campus
 - d. Employee shall return to the Communications Center within ten minutes of being contacted

The paid one hour lunch period shall not be used at the beginning or end of the shift for employees to come in to work late or leave early.

- 7) Effective November 26, 2007, Dispatchers in training may be allowed to leave the campus during their paid meal period (up to one hour).

The parties agree this agreement is non-precedent setting.

The parties agree this agreement cannot be introduced nor have any evidentiary value in any grievance, ULP, hearing, or legal matter between the parties except to enforce its terms.

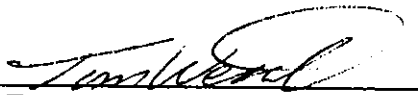
The parties agree this agreement modifies, substitutes, and changes the provisions of the past or current collective bargaining agreement and letters of agreement between the parties.

The parties agree this agreement is solely for this case.

LETTER OF AGREEMENT
by and between
MUNICIPALITY OF ANCHORAGE (MOA)
and the
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1264 (IAFF)
Subject: Dispatch/Communications Center – Lead Dispatcher

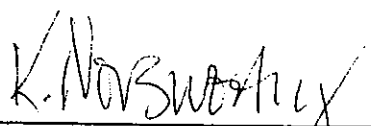
IN WITNESS WHEREOF, this Agreement is entered into freely and voluntarily by the signatures of the parties below.

SIGNED FOR THE IAFF

By 
Tom Wescott, IAFF President

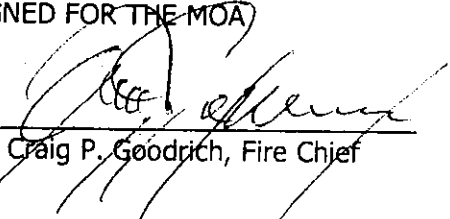
Date 21 Nov 07

SIGNED FOR THE MOA

By 
Karen Norsworthy, AFD HR Director

Date 11-21-2007

SIGNED FOR THE MOA

By 
Craig P. Goodrich, Fire Chief

Date 11-21-07

LETTER OF AGREEMENT
between
MUNICIPALITY OF ANCHORAGE,
and the
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302

Health & Welfare Contributions

The Health Program shall be amended under Article 6.1 as follows:

- From January 1, 2006 through June 30, 2006, the health insurance contributions for Local 302 members who do not have a dollar bank will be \$56.00 per month. The Municipality of Anchorage during this same time period will contribute \$869.00 per month towards the employee's cost of health insurance.
- From July 1, 2006 through June 30, 2007, the health insurance contributions for Local 302 members will be \$61.00 per month. The Municipality of Anchorage during this same time period will contribute \$944.00 per month towards the employee's cost of health insurance.
- No later than March 15, 2007, the MOA and Operating Engineers, Local 302 will reopen negotiations for healthcare contributions to be effective starting July 1, 2007.
- Those Local 302 employees who have existing dollar banks with the Operating Engineer's Health & Welfare Trust will continue contributing at their same rate until their dollar bank is exhausted. Once the dollar bank for employees' is exhausted, they shall contribute at the applicable copay rate per paragraphs 1 and 2 above.
- Employee health deductions will be taken out the first and second pay periods of the month.

Municipality of Anchorage,

By Barbara Stallone
Date: 12/14/05

David K. F. Otto
Employee Relations Director

Operating Engineers, Local 302

By Ken Peltier
Date: 12-14-05

Ken Peltier
Business Representative

MEMORANDUM OF AGREEMENT

This agreement is between the Municipality of Anchorage (Municipality) and the Anchorage Police Department Employees Association (APDEA). The Municipality and the APDEA are parties to a collective bargaining agreement (Contract). Article XXVI of the Contract governs the use by APDEA members of home cars.

The purposes of this agreement are to facilitate a pilot program under which APDEA members may use home cars outside of Anchorage. In consideration of the mutual promises of the parties, it is hereby agreed as follows:

1. Effective August 1, 2007 through January 31, 2008, APDEA members assigned home cars may drive them to and from their residences in the Matanuska-Susitna Borough, subject to the terms and conditions of this agreement. For purposes of this agreement, the geographic area impacted by this agreement shall be referred to as "Valley Home Car Area."

2. Members participating in the pilot program shall maintain a log concerning the use of the vehicles. The Anchorage Police Department (APD) shall prescribe the contents of the log, which shall include the mileage from the Knik Bridge to the member's home. The logs shall be submitted through chain of command to Deputy Chief Plummer on the 15th and 30th. A failure to maintain logs or submit them is grounds for removal from the pilot program.

3. On work days, members may drive their home cars between their homes in the Valley Home Car Area and their regular work assignments in APD or to and from the location of any job-related court assignments or call-ins.

4. On days off, members may drive their home cars between their homes in the Valley Home Car Area and the location of any job-related court or other overtime assignments or call-ins.

5. Members operating home cars in the Valley Home Car Area shall take appropriate law enforcement action when required to do so. In most situations, it is expected that appropriate law enforcement action will be limited to notifying the local law enforcement agency or the Alaska State Troopers that a response is required. Should a member be required to make an arrest in the Valley Home Car Area, the member shall immediately notify the local law enforcement agency or the Alaska State Troopers, shall cooperate with any responding agency, and shall record the incident in the home car log with the outside agency case numbers. If the law enforcement action taken is an arrest in the Valley Home Car Area, the members shall contact a supervisor immediately to report the incident. If no supervisor can be contacted, the member will request that APD Dispatch relay the report when a supervisor becomes available.



6. If a home car becomes disabled in the Valley Home Car Area, the member will call APD Dispatch, provide the member's location, and ask Dispatch to call Aurora Towing. The member will also notify his/her supervisor of the situation.

7. Participation in this pilot program is voluntary, and members may stop participation at any time. However, once a member quits the pilot program, he/she may not later resume participation in the pilot program.

8. Any disputes concerning the interpretation or application of this agreement shall be resolved through the grievance procedure in the collective bargaining agreement between the Municipality and the APDEA.

9. This agreement may be canceled by either party upon the giving of thirty (30) days written notice.

Agreed to this 2nd day of August, 2007.


Everett Robbins, APDEA President  for David Otto, Director Employee Relations

AGREEMENT
NON-SWORN SHIFT SCHEDULES

This agreement is between the Municipality of Anchorage (Municipality) and the Anchorage Police Department Employees Association (APDEA). The parties are signators to a collective bargaining agreement (CBA). Article VII, Section 11 of the collective bargaining agreement provides as follows:

"Except in the event of a natural disaster, personnel shall not work more than 12 consecutive hours nor on any day have less than 8 consecutive hours off. This provision supersedes any seniority provision of this Agreement with respect to the allocation of overtime."

The purpose of this agreement is to facilitate the voluntary working of overtime by non-sworn personnel. In consideration of the mutual promises of the parties, it is hereby agreed as follows:

1. Article VII, Section 11 is amended to replace the existing contract language with the following:

"(A) On a purely voluntary basis, a non-sworn member may elect to work up to 16 consecutive hours, provided the member had no less than eight consecutive hours off during any day.

"(B) On a purely voluntary basis, a non-sworn member can elect to accept a callout that could either exceed the 16-hour limit but would waive their right to an eight hour-minimum amount of time off.

"(C) Except in the event of a natural disaster, non-sworn personnel shall not be required to work more than 12 consecutive hours nor on any day have less than 8 consecutive hours off on a mandatory basis. This provision supersedes any seniority provision of this Agreement with respect to the allocation of overtime."

2. Any disputes concerning the interpretation or application of this agreement shall be resolved through the grievance procedure in the collective bargaining agreement between the Municipality and the APDEA.

3. This agreement shall be effective on the date of its execution.

Agreed to this 11 day of December, 2006.

for David Otto
Municipality of Anchorage

Date

Everett Robbins
APDEA

Date

12-11-06

MEMORANDUM OF AGREEMENT
NEWLY-HIRED POLICE OFFICERS

This agreement is between the Municipality of Anchorage (Municipality) and the Anchorage Police Department Employees Association (APDEA). The purpose of this agreement is to facilitate the Municipality in its efforts to recruit and retain police officers.

In consideration of the mutual promises of the parties, it is hereby agreed as follows:

1. The parties agree to waive the provisions of Article XV, Section 1 as it applies to sworn patrol officers.
2. Newly-hired police officers shall be placed at Step 2 of the wage schedule for patrol officers; newly-hired lateral-entry police officers shall be placed at Step 4 of the wage schedule for patrol officers.
3. Upon the effective date of this agreement, all current patrol officers at the first pay step of the patrol officer wage schedule and/or subject to the provisions of Article XV, Section 1 shall be moved to Step 2 of the pay step of the patrol officer wage schedule, and shall not be subject to the provisions of Article XV, Section 1.
4. Upon the effective date of this agreement, all current patrol officers who qualified at the time of hire for the Municipality's lateral-entry program, and who are at less than Step 4 of the pay step of the patrol officer wage schedule and are subject to the provisions of Article XV, Section 1 shall be moved to Step 4 of the pay step of the patrol officer wage schedule, and shall not be subject to the provisions of Article XV, Section 1.
5. Any disputes concerning the interpretation or application of this agreement shall be resolved through the grievance procedure in the collective bargaining agreement between the Municipality and the APDEA.
6. This agreement shall be effective January 1, 2007. Unless the parties mutually agree to extend this agreement, this agreement shall lapse on December 31, 2008.

Agreed to this 28 day of August, 2006.

for David Otto 8-28-06
David Otto Date
Municipality of Anchorage

Everett Robbins 8-28-06
Everett Robbins Date
APDEA

MEMORANDUM OF AGREEMENT
NEWLY-HIRED PROPERTY AND EVIDENCE TECHNICIANS

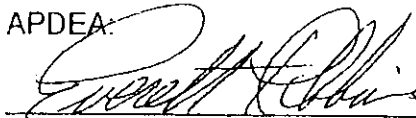
This agreement is between the Municipality of Anchorage (Municipality) and the Anchorage Police Department Employees Association (APDEA). The purpose of this agreement is to facilitate the Municipality in its efforts to recruit and retain property and evidence technicians.

In consideration of the mutual promises of the parties, it is hereby agreed as follows:

1. The parties agree to waive the provisions of Article XV, Section 1 as it applies to property and evidence technicians.
2. Newly-hired property and evidence technicians shall be placed at Step 2 of the wage schedule for property and evidence technicians.
3. Upon the effective date of this agreement, all current property and evidence technicians at the first pay step of the property and evidence technician wage schedule and/or subject to the provisions of Article XV, Section 1 shall be moved to Step 2 of the pay step of the property and evidence technician wage schedule, and shall not be subject to the provisions of Article XV, Section 1.
4. Any disputes concerning the interpretation or application of this agreement shall be resolved through the grievance procedure in the collective bargaining agreement between the Municipality and the APDEA.
5. This agreement shall be effective October 15, 2007. Unless the parties mutually agree to extend this agreement, this agreement shall lapse on October 14, 2009.

Agreed to this 22 day of Oct., 2007.

APDEA:


Everett Robbins, APDEA President

MUNICIPALITY OF ANCHORAGE:


David Otto, Director Employee Relations

MEMORANDUM OF AGREEMENT
Between the
MUNICIPALITY OF ANCHORAGE (MOA)
And the
ANCHORAGE POLICE DEPARTMENT EMPLOYEES ASSOCIATION (APDEA)
RE: Gain Sharing Program – FTO Assignments

The parties to this agreement are the Municipality of Anchorage (MOA) and the Anchorage Police Department Employees Association (APDEA). The parties are signators to a collective bargaining (CBA). Article XV, Section 8 of the collective bargaining agreement calls for the payment of 5.5% specialty pay for field training officers (FTOs).

The parties believe that retaining and recruiting qualified members of the APDEA to serve as Patrol FTOs is essential to the Anchorage Police Department. Patrol FTOs are held to high standards of performance and high productivity levels, while at the same time perform their regular duties. The added responsibility and duties is recognized by the Municipality. The purpose of this agreement is to facilitate a process to ensure employees continue to serve in the capacity as Patrol FTOs to ensure proper training, evaluation and mentoring of new employees.

In consideration of the mutual promises of the parties, it is hereby agreed as follows:

1. Article XV, Section 8 shall remain in full force and effect.
2. If a Patrol FTO is assigned to work with a recruit during a training cycle, and if the FTO completes the training cycle with the recruit and trains their recruit for at least 13 of the 16 days, the FTO shall receive 20 hours of non-FLSA compensatory time off for each completed phase, including Phase 1, Phase 2 and Phase 3.
3. If a Traffic FTO is assigned to work with recruits during a training cycle (8 days of training), and if the FTO completes 2 training cycles with recruits for at least 13 of the 16 days, the FTO shall receive 20 hours of non-FLSA compensatory time off for each block of 2 cycles of training.
4. For the purpose of this agreement the first two week observation period and final two week period is not considered a Phase.
5. Any disputes concerning the interpretation or application of this agreement shall be resolved through the grievance procedure in the collective bargaining agreement between the Municipality and the APDEA.
6. The agreement shall become effective September 1, 2006 and will include those Patrol FTO's who have been assigned a Recruit Officer from the 06-01 Academy.

7. This agreement will expire on October 1, 2007. At that point, the parties will evaluate whether to continue this Gain Sharing Program and, if so, if any modifications should be made.

This agreement is entered into this 6 day of December, 2006.

for *David Otto* 12/6/06
David Otto Date
Municipality of Anchorage

Everett Robbins 12-6-06
Everett Robbins Date
APDEA

MEMORANDUM OF AGREEMENT

This agreement is between the Municipality of Anchorage (Municipality) and the Anchorage Police Department Employees Association (APDEA). The Municipality and the APDEA are parties to a collective bargaining agreement. The purposes of this agreement are to encourage APDEA members to refer applicants to the Anchorage Police Department (APD) for potential employment, and to reward APDEA members who refer applicants who are later hired by APD.

In consideration of the mutual promises of the parties, it is hereby agreed as follows:

1. APDEA members wishing to refer a potential applicant to APD for consideration for employment shall submit an applicant referral card to the Recruiting or Background Sections of APD. Alternately, members may submit referral information by e-mail, identifying the potential applicant and providing contact information for the applicant.

2. An APDEA member referring a potential applicant to APD shall be awarded two days of non-FLSA compensatory time off, subject to the following conditions:

a. The applicant verifies during the application process that the APDEA member referred the applicant to APD.

b. The applicant is hired by APD.

c. The use of the compensatory time off shall be subject to the terms and conditions of the collective bargaining agreement dealing with non-FLSA compensatory time off.

3. The Recruiting Sergeant and Recruiting Officer are ineligible for the compensatory time off provided by this agreement. The Background Section Staff and Recruiting Team members are ineligible for the compensatory time off provided by this agreement if they originally contacted the applicant as a result of their work at a recruiting event or in the course of their duties.

5. Any disputes concerning the interpretation or application of this agreement shall be resolved through the grievance procedure in the collective bargaining agreement between the Municipality and the APDEA.

4. This agreement will expire on June 30, 2009.

Agreed to this 1 day of Nov, 2007.

for David Otto 11/1/07
Municipality of Anchorage Date

Everett Robbins 11-1-07
APDEA Date

MEMORANDUM OF AGREEMENT
(Amended to include PDB pay scales)

RECITALS

1. The parties to this agreement are the Municipality of Anchorage (Municipality) and the Anchorage Police Department Employees Association (APDEA). The parties are signatories to a collective bargaining agreement with a duration between January 1, 2004 and June 30, 2009.

2. Article XV, Section 5(G) of the collective bargaining agreement calls for the parties to participate in a study of the wages paid information technology personnel (referred to variously as data system specialty clerks and data system technicians) within the APDEA's bargaining unit. The parties have completed such a study, and wish to implement a new wage schedule and classification system for such personnel based upon the results of the study.

3. Now, therefore, in consideration of the mutual promises of the parties, it is agreed as follows:

AGREEMENT

4. **Wage Schedule.** Effective March 1, 2005, the following wage schedule shall replace the wage schedule for Data System Specialty Clerks found in Article XVI, Section 1 and in Appendix A of the collective bargaining agreement.

<u>Data Systems Technician I</u>				<u>Data Systems Technician II</u>			
Description		Step	Rate	Description		Step	Rate
PDA	23	1	19.46	PDA	24	1	21.41
PDA	23	2	24.35	PDA	24	2	26.78
PDA	23	3	24.97	PDA	24	3	27.47
PDA	23	4	25.60	PDA	24	4	28.16
PDA	23	5	26.25	PDA	24	5	28.87
PDA	23	6	27.02	PDA	24	6	29.72
PDA	23	7	27.70	PDA	24	7	30.47
PDB	23	1	17.84	PDB	24	1	19.46
PDB	23	2	22.32	PDB	24	2	24.32
PDB	23	3	22.89	PDB	24	3	24.99
PDB	23	4	23.46	PDB	24	4	25.60
PDB	23	5	24.06	PDB	24	5	26.25
PDB	23	6	24.77	PDB	24	6	27.01
PDB	23	7	25.39	PDB	24	7	27.69

PDB 23 8 27.70

PDB 24 8 30.47

5. Point System For Initial Placement On Pay Schedule. Initial placement in the Data Systems Technician classifications will be determined by a point system, with points awarded for prior educational attainment and prior data systems experience. The points to be awarded are as follows:

<u>Education</u>	<u>Points</u>	<u>Prior Data Systems Exper.</u>	<u>Points</u>
Associate's Degree	4	1 year	2
Bachelor's Degree	8	2 years	4
Master's Degree	12	3 years	6
		4 years	8
		5 years	10
		6 years	12
		7 years	14
		8 years	16
		9 years	18
		10 years	20
		11 years	22
		12 years	24
		13 years	26
		14 years	28

6. Initial Placement On Pay Schedule. To determine initial placement in the Data Systems Technician classifications, the Municipality will add an employee's or applicant's education and prior service points, and will place the individual at the appropriate step as indicated by the following table:

Data Systems Technician I

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
N/A	10	12	14	16	N/A	N/A

Data Systems Technician II

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
N/A	18	20	22	24	26	28

7. Pay Step Movement. Once an individual has been initially placed on the pay schedule, the individual shall move to the next step on the pay schedule on the annual anniversary of the initial placement of the individual on the pay schedule.

MEMORANDUM OF AGREEMENT

RECITALS

1. The parties to this agreement are the Municipality of Anchorage (Municipality) and the Anchorage Police Department Employees Association (APDEA). The parties are signatories to a collective bargaining agreement with a duration between January 1, 2004 and June 30, 2009.

2. Article XV, Section 5(G) of the collective bargaining agreement calls for the parties to participate in a study of the wages paid information technology personnel (referred to variously as data system specialty clerks and data system technicians) within the APDEA's bargaining unit. The parties have completed such a study, and wish to implement a new wage schedule and classification system for such personnel based upon the results of the study.

3. Now, therefore, in consideration of the mutual promises of the parties, it is agreed as follows:

AGREEMENT

4. **Wage Schedule.** Effective March 1, 2005, the following wage schedule shall replace the wage schedule for Data System Specialty Clerks found in Article XVI, Section 1 and in Appendix A of the collective bargaining agreement.

<u>Data Systems Technician I</u>				<u>Data Systems Technician II</u>			
Description	Step	Rate		Description	Step	Rate	
PDA 23	1	19.46		PDA 24	1	21.41	
PDA 23	2	24.35		PDA 24	2	26.78	
PDA 23	3	24.97		PDA 24	3	27.47	
PDA 23	4	25.60		PDA 24	4	28.16	
PDA 23	5	26.25		PDA 24	5	28.87	
PDA 23	6	27.02		PDA 24	6	29.72	
PDA 23	7	27.70		PDA 24	7	30.47	

5. Point System For Initial Placement On Pay Schedule. Initial placement of current employees in the Data Systems Technician classifications will be determined by a point system, with points awarded for prior educational attainment and prior data systems experience. The points to be awarded are as follows:

<u>Education</u>	<u>Points</u>	<u>Prior Data Systems Exper.</u>	<u>Points</u>
Associate's Degree	4	1 year	2
Bachelor's Degree	8	2 years	4
Master's Degree	12	3 years	6
		4 years	8
		5 years	10
		6 years	12
		7 years	14
		8 years	16
		9 years	18
		10 years	20
		11 years	22
		12 years	24
		13 years	26
		14 years	28

6. Initial Placement On Pay Schedule. To determine initial placement of current employees in the Data Systems Technician classifications, the Municipality will add an employee's or applicant's education and prior service points, and will place the individual at the appropriate step as indicated by the following table:

Data Systems Technician I

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
N/A	10	12	14	16	N/A	N/A

Data Systems Technician II

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
N/A	18	20	22	24	26	28

7. Pay Step Movement. Once an individual has been initially placed on the pay schedule, the individual shall move to the next step on the pay schedule on the annual anniversary of the initial placement of the individual on the pay schedule.

8. **Core Areas For Data Systems Technician II.** Placement on or movement to the Data Systems Technician II position is dependent upon the employee demonstrating proficiency in at least one of the following core areas:

- a) Consolidated storage management and archival systems.
- b) Electronic messaging and system security servers.
- c) All geospatial database mapping systems.
- d) Oracle and Microsoft SQL databases.
- e) Web-site development and original software programming.
- f) Mobile workforce servers and interfaces.


Without regard to prior experience or education, an individual will not be placed in the Data Systems Technician II classification unless the individual has proficiency in at least one of these core areas.

9. **Movement From Data Systems Technician I to Data Systems Technician II.** The Municipality will provide ongoing training and instruction opportunities for Data Systems Technician I's to allow them to gain the proficiency in the core areas necessary for movement to the Data Systems Technician II classification. Once such proficiency is demonstrated in at least one of the core areas, the Data Systems Technician I shall be placed in the Data Systems Technician II classification at the lowest pay step in the Data Systems Technician II pay scale that guarantees the employee at least a 5.0% raise in pay.

10. This agreement fully discharges the parties' obligations under Article XV, Section 5(G) of the collective bargaining agreement.

Entered into this 17th day of March, 2005.


Municipality of Anchorage


APDEA