

Submitted by: Chair of the Assembly at the
Request of the Acting Mayor

Prepared by: Employee Relations

For Reading: May 18, 2009

Filed 6/16/09

ANCHORAGE, ALASKA

AR No. 2009-132

**A RESOLUTION RATIFYING A LETTER OF AGREEMENT, AMENDING THE
COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE MUNICIPALITY
OF ANCHORAGE (MOA) AND THE INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 302 (L302)**

WHEREAS, a CBA between the MOA and the L302 was ratified by the Assembly on
October 14, 2008 (AR 2008-186); and

WHEREAS, since ratification of the CBA, the MOA identified a budget shortfall
estimated at \$17 million; and

WHEREAS, the MOA and L302 prepared a Letter of Agreement, amending the CBA
to provide for wage concessions; and

WHEREAS, the Letter of Agreement, approved by the L302 membership, is attached
hereto as **Exhibit A**; and

WHEREAS, Anchorage Municipal Code section 3.70.130 requires Assembly
ratification of amendments to a CBA; and

WHEREAS, it is in the best interest of the public for this CBA amendment to be
subject to public review process, fostering good labor-management relationships; and

WHEREAS, the Administration recommends ratification of the Letter of Agreement;
now, therefore,

THE ANCHORAGE MUNICIPAL ASSEMBLY RESOLVES:

Section 1. The Letter of Agreement, attached hereto as **Exhibit A**, amending the
L302 collective bargaining agreement, is hereby ratified.

Section 2. This resolution shall become effective immediately upon its passage
and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of
_____, 2009.

Chair

ATTEST:

Municipal Clerk



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

AM No. 282-2009

Meeting Date: May 18, 2009

1 **FROM: ACTING MAYOR**

2
3 **SUBJECT: A RESOLUTION RATIFYING A LETTER OF AGREEMENT,**
4 **AMENDING THE COLLECTIVE BARGAINING**
5 **AGREEMENT BETWEEN THE MUNICIPALITY OF**
6 **ANCHORAGE (MOA) AND THE INTERNATIONAL UNION**
7 **OF OPERATING ENGINEERS, LOCAL 302 (L302)**
8
9

10 The MOA and the L302 reached an agreement on wage concessions. The Letter
11 of Agreement, attached as **Exhibit A** to the resolution, becomes effective the first
12 full pay period following Assembly approval. The Letter of Agreement has been
13 ratified by the L302 membership.
14

15 This bargaining unit has 152 MOA employees in the Maintenance and
16 Operations Department, Solid Waste Services, Merrill Field and the Port of
17 Anchorage.
18

19 The key elements of the Letter of Agreement are:
20

- 21 • All L302 employees take 62 hours of furlough leave without pay in 2009;
22 savings are equivalent to the negotiated 2009 wage increase of 3%
23
- 24 • Contract extension and wage concessions payback:
25
 - 26 ○ 2012: Forego wage opener in exchange for wage increase
27 equivalent to the previous five year CPI-U average, with a
28 minimum of two and seven-tenths percent (2.7%) and a
29 maximum of three and nine-tenths percent (3.9%)
30
 - 31 ○ 2013: Forego wage opener in exchange for wage increase
32 equivalent to the previous five year CPI-U, with a minimum
33 of two and seven-tenths percent (2.7%) and a maximum of
34 three and nine-tenths percent (3.9%)
35
 - 36 ○ 2014: Contract extension and wage reopener
37
 - 38 ○ 2015: Contract extension and wage reopener

- Amend Performance Step Program to allow for employees whose Service Recognition Pay was frozen on December 31, 2008 at seven percent (7%) or ten and one-half percent (10.5%) respectively, to be eligible to obtain a maximum total of thirteen percent (13%) after the completion of eight successful quarters in the PSP

THE ADMINISTRATION RECOMMENDS APPROVAL OF A RESOLUTION RATIFYING A LETTER OF AGREEMENT, AMENDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302.

Prepared by: Employee Relations Department
Approved by: Lisa Arnold, Acting Employee Relations Director
Concur: Sharon Weddleton, CFO
Concur: James N. Reeves, Municipal Attorney
Concur: Michael K. Abbott, Municipal Manager
Respectfully submitted: Matt Claman, Acting Mayor

LETTER OF AGREEMENT

by and between

MUNICIPALITY OF ANCHORAGE (MOA)

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 (L302)

Subject: Wages and Contract Extension

Number: L302 - 001

The Municipality of Anchorage has a significant budget shortfall for fiscal year 2009. The MOA and L302 have worked collaboratively to assist in reducing the budget shortage and have agreed to the following wage concessions and changes to their collective bargaining agreement.

The following is new language:

Article 4.18 2009 Furlough Leave Without Pay

1. Upon Assembly approval, all L302 employees shall be required to take sixty-two (62) hours of furlough leave without pay during the remainder of the 2009 calendar year.
2. A furlough leave without pay requirement shall be applied equally to all L302 employees throughout the Municipality, so all L302, regular and probationary, full-time employees are subject to the 62 hours furlough leave without pay requirement.
3. The Director may require the imposition of a proportionate amount of furlough leave without pay for L302 employees serving in a temporary capacity, depending on departmental requirements and needs.
4. L302 employees transferring to a non-represented, non-L302 represented, executive, or part-time position shall not be subject to additional furlough leave requirements under this subsection after the date of such transfer, except as may be otherwise required for the new position. Under these circumstances, the employee shall only be responsible for taking the pro-rated furlough leave required prior to the transfer. L302 employees hired or acquiring regular status after the effective starting date of the furlough leave without pay shall only be required to take a pro-rated amount of furlough leave, based on the number of pay periods remaining in the year.
5. Unless mutually agreed to otherwise, the MOA agrees a L302 employee shall not serve more than thirty (30) hours of furlough leave without pay in any pay period.

6. Scheduling.

- a. Furlough leave without pay is scheduled in advance and is subject to approval by the department head; it may either be scheduled by the department head or may be requested by the employee and is subject to approval, in the same manner as other leave.
 - b. Whenever the department head determines the operational needs of the department permit it, the scheduling of furlough leave may be at the employee's convenience.
 - c. With the approval of the department head, an employee may choose to take furlough leave in blocks of time larger or smaller than thirty (30) hours per pay period, until the total amount of required furlough leave is taken.
 - d. Unlike annual leave, furlough leave is not accruing; it is a set 62 hours, and is required to be taken within the calendar year.
7. Furlough leave without pay shall not affect an employee's eligibility for health, life and disability insurance, service recognition, leave accrual, longevity or holiday pay. Furlough leave without pay shall not be considered a break in service, and shall not impair an employee's seniority or anniversary date.
8. The duties of an employee on furlough leave without pay may be assigned to and performed by another employee while the furloughed employee is on leave.
9. Except for layoff, or separation for medical or other approved emergency reasons, if an employee separates from municipal employment, or is otherwise unable to take the required furlough leave, the untaken leave shall be charged against the employee's cashable leave balance hour-for-hour, on a pro-rated basis in their final pay check or in the last full pay period of 2009.
10. In the event that the provisions of the furlough are silent, the parties agree to meet and confer.

The following replaces Article 5.1.Wage Rates

- D. Effective the first full pay period on or after January 1, 2012, the hourly wage rates shall be increased by the previous five (5) year average CPI-U, with a minimum of two and seven-tenths percent (2.7%) increase and a maximum of three and nine-tenths percent (3.9%).

Effective the first full pay period on or after January 1, 2013, the hourly wage rates shall be increased by the previous five (5) year average CPI-U, with a minimum of two and seven-tenths percent (2.7%) increase and a maximum of three and nine-tenths percent (3.9%).

The following is new language:

5.1.Wage Rates

- E. The parties agree to reopen this agreement for the purposes of a wage adjustment for the years 2014 and 2015. The parties shall begin negotiations for the wage adjustment no later than October 1, 2013. In the event that the parties are unable to agree on the wage adjustment the dispute shall be resolved pursuant to AMC Chapter 3.70.

The following amends Article 5.6.7 Successful completion of the following shall be deemed as having met the criteria to advance:

1. Current language
2. Current language
3. Current language

Upon successful completion of eight (8) quarters, an employee shall be eligible to receive performance step pay (PSP) in the amount of six and one-half percent (6.5%) of the base rate of pay. Employees whose Service Recognition Pay (SRP) was frozen on August 31, 2008 at seven percent (7%) or ten and one-half percent (10.5%) respectively, shall be eligible to obtain a maximum of thirteen percent (13%) after the completion of eight successful quarters in the PSP. Employees who have not achieved the thirteen (13%) are eligible to enter into the second step of the PSP.

Upon the successful completion of eight (8) additional quarter in the second step of the PSP, and employee shall be eligible to receive performance pay in the amount of an additional six and one-half percent (6.5%) of the rate of pay for a total combined SRP and PSP pay of thirteen percent (13%) above the base rate of pay.

Service Recognition Pay (SRP)	Performance Step 1- 6.5% (PSP)	Performance Step 2- 6.5% (PSP)	Total Service Recognition and Performance Step Pay
No SRP	6.5% PSP	6.5% PSP	13%
3.5 % SRP	3.0% PSP	6.5% PSP	13%
7.0% SRP	6.0% PSP	0% PSP	13%
10.5% SRP	2.5% PSP	0% PSP	13%

The remainder of this article is unchanged.

The following replaces Article 12.1 Effective Date and Duration:

This Agreement shall be effective from date of ratification by both parties as required by AMC section 3.70.130A. This Agreement shall expire at midnight on June 30, 2015.

The parties agree this agreement modifies the collective bargaining agreement between the parties.

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

SIGNED FOR:

I.U.OE., LOCAL 302

MUNICIPALITY OF ANCHORAGE

Jason Alward
L302 Business Representative

Date

Lisa Arnold
Acting Employee Relations Director

L302 Tentative Agreement: _____ Date _____ MOA Tentative Agreement: _____ Date _____

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3. The Director may require the imposition of a proportionate amount of furlough leave without pay for L302 employees serving in a temporary capacity, depending on departmental requirements and needs.
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8. The duties of an employee on furlough leave without pay may be assigned to and performed by another employee while the furloughed employee is on leave.
9. Except for layoff, or separation for medical or other approved emergency reasons, if an employee separates from municipal employment, or is otherwise unable to take the required furlough leave, the untaken leave shall be charged against the employee's cashable leave balance hour-for-hour, on a pro-rated basis in their final pay check or in the last full pay period of 2009.
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The following replaces Article 5.1.Wage Rates

- D. Effective the first full pay period on or after January 1, 2012, the hourly wage rates shall be increased by the previous five (5) year average CPI-U, with a minimum of two and seven-tenths percent (2.7%) increase and a maximum of three and nine-tenths percent (3.9%).

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7.0% SRP	6.0% PSP	0% PSP	13%
10.5% SRP	2.5% PSP	0% PSP	13%

The remainder of this article is unchanged.

The following replaces Article 12.1 Effective Date and Duration:

Municipality of Anchorage
MEMORANDUM



DATE: May 18, 2009
TO: Members of the Assembly
FROM: Director, Internal Audit 
SUBJECT: Operating Engineers Local 302 Cost Validation

Based on our review and analysis, the following table presents the estimated monetary impact resulting from the proposed leave without pay offer for Local 302 employees.

We have computed the savings in 2009 and costs in 2012 and 2013, for Street Maintenance (General Government) and Enterprise activity employees. We have presented both minimum (2.7%) and maximum (3.9%) increases for years 2012 and 2013. We did not compute an estimate for 2014 and 2015 because these years specify a wage reopener.

See the attached schedule for detailed computations.

OPERATING ENGINEERS LOCAL 302

PERIOD	Street Maintenance	
	3.90%	2.70%
	(SAVINGS)/COST FROM UNION OFFER	(SAVINGS)/COST FROM UNION OFFER
Base Year (2008)		
Effective 01/01/2009 (62 hours furlough)	(\$185,122)	(\$185,122)
Effective 01/01/2010	\$0	\$0
Effective 01/01/2011	\$0	\$0
Effective 01/01/2012 (specified 2.7% increase)	\$268,733	\$181,066
Effective 01/01/2013 (specified 2.7% increase)	\$547,947	\$367,021
Effective 01/01/2014 (wage reopener)	\$0	\$0
Effective 01/01/2015 (wage reopener)	\$0	\$0
TOTAL (SAVINGS)/COST	\$631,557	\$362,965

Enterprise Activities	
3.90%	2.70%
(SAVINGS)/COST FROM UNION OFFER	(SAVINGS)/COST FROM UNION OFFER
(\$123,481)	(\$123,481)
\$0	\$0
\$0	\$0
\$178,574	\$120,319
\$364,113	\$243,887
\$0	\$0
\$0	\$0
\$419,206	\$240,725

L302 Tentative Agreement: JA 5/13/09 MOA Tentative Agreement: LA 5/13/09
Date Date

MUNICIPALITY OF ANCHORAGE
Summary of Economic Effects -- General Government

AR 2009-132

Title:

A RESOLUTION RATIFYING A LETTER OF AGREEMENT, AMENDING
THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL UNION
OF OPERATING ENGINEERS, LOCAL 302

Sponsor:

Mayor

Preparing Agency:

Employee Relations

Others Impacted:

CHANGES IN EXPENDITURES AND REVENUES:

(In Thousands of Dollars)

	<u>FY09</u>	<u>FY10</u>	<u>FY11</u>	<u>FY12</u>	<u>FY13</u>
Operating Expenditures					
1000 Personal Services	(\$185)	-	-	\$181	\$367
2000 Non-Labor					
3900 Contributions					
4000 Debt Service					
TOTAL DIRECT COSTS:	(\$185)	-	-	\$181	\$367
Add: 6000 Charges from Others					
Less: 7000 Charges to Others					
FUNCTION COST:	(\$185)	-	-	\$181	\$367

REVENUES:

CAPITAL:

POSITIONS: FT/PT and Temp

PUBLIC SECTOR ECONOMIC EFFECTS:

The numbers above reflect 62 hours of furlough leave without pay in 2009 and a 2.7% CPI-U increase in 2012 and 2013. See Internal Auditor's analysis for other financial scenarios.

PRIVATE SECTOR ECONOMIC EFFECTS:

None

Prepared by: Lisa Arnold, Acting Employee Relations Director

Telephone: 343-4571

Validated by OMB: _____

Date: _____

Recommended by: Sharon Weddleton, CFO

Approved by Acting Mayor Claman

CITY OF ANCHORAGE
2009 MAY 20 AM 8:09
M.O.A

MUNICIPALITY OF ANCHORAGE
Summary of Economic Effects -- Enterprise Activity

AR 2009-132 Title: A RESOLUTION RATIFYING A LETTER OF AGREEMENT, AMENDING
THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL UNION
OF OPERATING ENGINEERS, LOCAL 302

Sponsor: Mayor
Preparing Agency: Employee Relations
Others Impacted:

CHANGES IN EXPENDITURES AND REVENUES:					
(In Thousands of Dollars)					
	FY09	FY10	FY11	FY12	FY13
Operating Expenditures					
1000 Personal Services	(\$123)	-	-	\$120	\$244
2000 Non-Labor					
3900 Contributions					
4000 Debt Service					
TOTAL DIRECT COSTS:	(\$123)	-	-	\$120	\$244
Add: 6000 Charges from Others					
Less: 7000 Charges to Others					
FUNCTION COST:	(\$123)	-	-	\$120	\$244
REVENUES:					
CAPITAL:					
POSITIONS: FT/PT and Temp					

PUBLIC SECTOR ECONOMIC EFFECTS:

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PRIVATE SECTOR ECONOMIC EFFECTS:

None

Prepared by: Lisa Arnold, Acting Employee Relations Director Telephone: 343-4571

Validated by OMB: _____ Date: _____

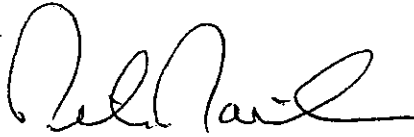
Recommended by: Sharon Weddleton, CFO

Approved by Acting Mayor Claman

CLERKS OFFICE
2009 MAY 20 AM 8:09
M.O.A

Municipality of Anchorage
MEMORANDUM

DATE: May 18, 2009
TO: Members of the Assembly
FROM: Director, Internal Audit
SUBJECT: Operating Engineers Local 302 Cost Validation



2009 MAY 26 PM 1:35
M.O.A.
CLEANS OFFICE

Based on our review and analysis, the following table presents the estimated monetary impact resulting from the proposed leave without pay offer for Local 302 employees.

We have computed the savings in 2009 and costs in 2012 and 2013, for Street Maintenance (General Government) and Enterprise activity employees. We have presented both minimum (2.7%) and maximum (3.9%) increases for years 2012 and 2013. We did not compute an estimate for 2014 and 2015 because these years specify a wage reopener.

See the attached schedule for detailed computations.

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PERIOD	Street Maintenance	
	3.90%	2.70%
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Content ID: 007735**Type:** AR_AllOther - All Other Resolutions

Title: A RESOLUTION RATIFYING A LETTER OF AGREEMENT, AMENDING
THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 302

Author: maglaquijp**Initiating Dept:** Mayor**Date Prepared:** 5/15/09 9:52 AM

Assembly Meeting Date: 5/18/09 SPECIAL MEETING

Public Hearing Date: 5/26/09

<u>Workflow Name</u>	<u>Action Date</u>	<u>Action</u>	<u>User</u>	<u>Security Group</u>	<u>Content ID</u>
Clerk_Admin_SubWorkflow	5/15/09 11:41 AM	Exit	Joy Maglaqui	Public	007735
MuniMgrCoord_SubWorkflow	5/15/09 11:41 AM	Approve	Joy Maglaqui	Public	007735
MuniManager_SubWorkflow	5/15/09 11:40 AM	Approve	Joy Maglaqui	Public	007735
CFO_SubWorkflow	5/15/09 11:39 AM	Approve	Sharon Weddleton	Public	007735
Legal_SubWorkflow	5/15/09 11:34 AM	Approve	Rhonda Westover	Public	007735
Mayor_SubWorkflow	5/15/09 11:33 AM	Approve	Joy Maglaqui	Public	007735
AllOtherARWorkflow	5/15/09 11:32 AM	Checkin	Joy Maglaqui	Public	007735
MuniManager_SubWorkflow	5/15/09 11:32 AM	Reject	Joy Maglaqui	Public	007735
MuniManager_SubWorkflow	5/15/09 11:30 AM	Checkin	Joy Maglaqui	Public	007735
CFO_SubWorkflow	5/15/09 11:25 AM	Approve	Sharon Weddleton	Public	007735
CFO_SubWorkflow	5/15/09 10:48 AM	Checkin	Jo Katkus	Public	007735
Mayor_SubWorkflow	5/15/09 10:01 AM	Approve	Joy Maglaqui	Public	007735
AllOtherARWorkflow	5/15/09 10:01 AM	Checkin	Joy Maglaqui	Public	007735