

*See AO 2011-61 (S)*

**ANCHORAGE, ALASKA  
AO No. 2011-61**

**AN ORDINANCE AMENDING PERSONNEL RULES, ANCHORAGE MUNICIPAL  
CODE SECTIONS 3.30.005, 3.30.081, 3.30.082, 3.30.100, 3.30.101, 3.30.102,  
3.30.127, 3.30.129, 3.30.131, 3.30.132, 3.30.133 3.30.135, 3.30.153, 3.30.154,  
3.30.157, 3.30.1510, AND 3.30.1516.**

**THE ANCHORAGE ASSEMBLY ORDAINS:**

**Section 1.** Anchorage Municipal Code section 3.30.005 is hereby amended as follows (*other definitions in the section are not affected and therefore not set out*):

**3.30.005 Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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Base Rate of Pay means the pay assigned to each range and step for a class of positions.

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Factored Rate of Pay means the base rate of pay plus the base rate of pay multiplied by the sum of pay enhancement percentages.

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Full Time Equivalency (FTE) means an employee normally scheduled to work forty (40) hours during the work week. A FTE of 1.0 means the employee is equivalent to a full-time employee. An FTE of less than 1.0 means the employee is a part-time employee (e.g., a 20-hour per week employee has 0.5 FTE).

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Immediate family means the employee's spouse, child[REN], mother, father, mother-in-law, father-in-law, brother[S OR], sister[S], grandmother, grandfather, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-relationship for those family members listed above, person for whom the employee has been appointed as legal guardian, same sex domestic partner as defined by the MOA, [IT ALSO INCLUDES] or other family members who reside permanently with the employee. Child means the employee's biological, adopted, or foster child, stepchild, or legal ward.

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Pay Enhancement means a percentage to be applied to the base rate of pay for longevity, service recognition, education, certification, license, special team assignments, performance step pay, market based or supervisory adjustments, or other employer pay enhancements incorporated into the Personnel Rules, or with written approval of the Mayor.

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Seniority means the hire date or rehire date of an employee with no break in service [PERIOD AS PROVIDED IN SECTION 3.30.020 STARTING FROM THE LAST DATE WHEN THE EMPLOYEE IS HIRED]. The employee with the longest service shall be first in seniority.

Seniority List means a list of employees by classification by title within a department in seniority order for regular part-time and regular full-time employees; and seasonal part-time and full-time employees.

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(AO No. 79-195; AO No. 82-49; AO No. 83-11(S); AO No. 85-8; AO No. 86-207(S-1); AO No. 88-51; AO No. 91-95; AO No. 91-173(S); AO No. 92-121(S); AO No. 94-117, § 1, 7-26-94; AO No. 94-225, § 1, 12-6-94; AO No. 96-128, § 1, 10-1-96; AO No. 2001-170, § 1, 10-30-01; AO No. 2004-177(S), § 1, 4-15-05)

**Cross references:** Definitions and rules of construction generally, § 1.05.020.

**Section 2.** Anchorage Municipal Code section 3.30.081 is hereby amended as follows:

### **3.30.081      Performance Appraisal.**

#### **A.      Evaluations [PURPOSE].**

[THE DIRECTOR SHALL, IN COOPERATION WITH AGENCY HEADS AND OTHERS, DEVELOP AND ADOPT A SYSTEM OF APPRAISING THE PERFORMANCE OF EMPLOYEES IN THE CLASSIFIED SERVICE. PERFORMANCE EVALUATION IS USED FOR THE FOLLOWING PURPOSES:]

1.      All employees shall be evaluated at the end of their probationary period, with a report made to the Director in accordance with section 3.30.074 A., and at such times thereafter as determined by the Director in consultation with agency heads. During the probationary period, employees may be evaluated at the discretion of their supervisor. Performance evaluations shall not be conducted arbitrarily, capriciously or for unlawfully discriminatory purposes. The performance evaluation is not a disciplinary action and is not grievable or arbitrable. [TO PROVIDE A BASIS FOR INFORMED DECISIONS ON SUCH MATTERS AS PROMOTION, WORK ASSIGNMENTS, TRAINING, RECOGNITION AND AWARDS AND TERMINATION OF EMPLOYMENT;]

2. The absence of a current performance evaluation or other appropriate indicia of inadequate performance shall create the presumption of satisfactory work performance.

[TO KEEP EMPLOYEES ADVISED OF WHAT IS EXPECTED OF THEM AND HOW WELL THEY ARE MEETING THESE EXPECTATIONS;]

3. Any step increase provided for under section 3.30.125 A. (advancement on completion of probation) or section 3.30.125 C. (annual merit increase) shall be applied when due, absent a current performance evaluation or other appropriate evidence justifying denial of such step increase.

[TO STIMULATE IMPROVED WORK PERFORMANCE AND COMMITMENT TO AGENCY GOALS;]

[4. TO PROVIDE A BASIS FOR MEETING EMPLOYEE NEEDS FOR GROWTH AND DEVELOPMENT;

5. TO ENABLE MANAGEMENT TO MAKE BETTER USE OF ITS PERSONNEL RESOURCES;

6. TO FOSTER AN EFFECTIVE WORKING PARTNERSHIP BETWEEN SUPERVISOR AND EMPLOYEE; AND

7. TO DETERMINE THE EFFECTIVENESS OF PLACEMENT AND PROMOTION ACTIONS.]

[B. PREPARATION OF REPORTS. A PERFORMANCE EVALUATION REPORT SHALL BE PREPARED FOR ALL CLASSIFIED SERVICE EMPLOYEES AS SET FORTH IN SUBSECTION C OF THIS SECTION. EACH AGENCY HEAD, WITH ASSISTANCE OF THE PERSONNEL OFFICE, SHALL DEVELOP AND USE PERFORMANCE STANDARDS SUITED TO THE REQUIREMENTS OF HIS AGENCY. STANDARDS OF PERFORMANCE ESTABLISHED AS A BASIS FOR PERSONNEL EVALUATION SHALL HAVE REFERENCE TO THE QUALITY AND QUANTITY OF WORK, THE MANNER IN WHICH SERVICE IS RENDERED AND SUCH CHARACTERISTICS AS WILL MEASURE THE VALUE OF THE EMPLOYEE TO THE CLASSIFIED SERVICE. EMPLOYEES SHOULD BE INFORMED OF SUCH STANDARDS.

C. NATURE, FORM AND FREQUENCY OF REPORTS. THE DIRECTOR SHALL PRESCRIBE THE NATURE, FORM AND FREQUENCY OF PERFORMANCE EVALUATION REPORTS, SHALL INVESTIGATE THE ACCURACY OF CHALLENGED PERFORMANCE EVALUATION REPORTS AND SHALL, WHEN JUSTIFIED, TAKE ANY NECESSARY ACTION REQUIRED TO ENSURE THAT THE EVALUATION REPORT ACCURATELY REFLECTS THE FACTS. THE DIRECTOR SHALL PROVIDE FOR REASONABLY UNIFORM APPLICATION OF EVALUATION STANDARDS. PERFORMANCE EVALUATION REPORTS SHALL BE MADE BEFORE COMPLETION OF EACH PROBATION PERIOD, ANNUALLY BEFORE MERIT ANNIVERSARY DATES REGARDLESS OF STEP, UPON PROMOTION, DEMOTION OR TRANSFER, AND FOR EVERY SEPARATION OF EMPLOYEES WHO HAVE WORKED AT LEAST 90 DAYS REGARDLESS OF THE REASON. PERFORMANCE EVALUATION REPORTS MAY ALSO BE COMPLETED AT ANY OTHER TIME AT THE DISCRETION OF AN AGENCY HEAD.

- 1 D. REVIEW OF PERFORMANCE EVALUATION WITH EMPLOYEE. THE  
2 AGENCY HEAD SHALL PREPARE THE PERFORMANCE EVALUATION  
3 REPORT AND DISCUSS IT PRIVATELY WITH THE EMPLOYEE TO WHOM IT  
4 PERTAINS, UNLESS THE EMPLOYEE IS NOT AVAILABLE. IN THAT CASE,  
5 THE AGENCY HEAD SHALL DELIVER A COPY OF THE EVALUATION  
6 REPORT TO THE EMPLOYEE. EMPLOYEES MAY COMMENT ON THE  
7 CONTENT OF THE PERFORMANCE EVALUATION REPORT, SUCH WRITTEN  
8 COMMENTS SHALL BE ATTACHED TO THE REPORT AND BECOME A PART  
9 OF IT.
- 10 E. DISTRIBUTION OF REPORTS. UPON COMPLETION OF AGENCY REVIEW,  
11 THE AGENCY HEAD SHALL FURNISH THE EMPLOYEE WITH A COPY OF  
12 THE PERFORMANCE EVALUATION REPORT. THE ORIGINAL SHALL BE  
13 FILED WITH THE DIRECTOR.
- 14 F. GRIEVANCE OR ARBITRATION. THE SUBSTANCE OF A PERFORMANCE  
15 EVALUATION REPORT SHALL NOT BE THE SUBJECT OF A GRIEVANCE OR  
16 ARBITRATION.]

17  
18 (AO No. 79-195; AO No. 86-207(S-1))  
19

20 **Section 3.** Anchorage Municipal Code section 3.30.082 is hereby repealed:  
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22 3.30.082 Programs to improve efficiency of employees.  
23

24 [THE DIRECTOR SHALL COOPERATE WITH AGENCY HEADS IN DEVELOPING AND  
25 PROMOTING PROGRAMS FOR EMPLOYEE TRAINING, RETRAINING, SAFETY, MORALE,  
26 WORK MOTIVATION, HEALTH, COUNSELING AND WELFARE.

27 THE DIRECTOR SHALL PLAN, PROMOTE AND WITH THE ASSISTANCE OF AGENCY HEADS  
28 IMPLEMENT A CAREER DEVELOPMENT PROGRAM DESIGNED TO MEET THE  
29 CONTINUALLY CHANGING STAFFING REQUIREMENTS OF THE FOLLOWING ELEMENTS:  
30 IDENTIFYING KEY MANAGERIAL, PROFESSIONAL, TECHNICAL AND ADMINISTRATIVE  
31 POSITIONS IN WHICH THE NEED FOR REPLACEMENTS CAN BE REASONABLY  
32 ANTICIPATED; ASSESSING AVAILABLE MANPOWER TO DETERMINE WHETHER OR NOT  
33 HIGHLY COMPETENT REPLACEMENTS ARE AVAILABLE OR PERSONS OF CONSIDERABLE  
34 POTENTIAL ARE AVAILABLE; DETERMINING WHAT IS REQUIRED TO DEVELOP THAT  
35 POTENTIAL INTO HIGH COMPETENCE; AND MARSHALING THE RESOURCES OF  
36 MANAGEMENT AND PERSONNEL MANAGEMENT TO CARRY OUT THE STEPS NECESSARY  
37 TO DEVELOP THE COMPETENCE IN POTENTIAL REPLACEMENTS SO THAT, ULTIMATELY,  
38 THERE WILL BE A CONSTANT SUPPLY AVAILABLE OF HIGHLY COMPETENT MANPOWER  
39 PREPARED TO MEET THE NEEDS OF THE MUNICIPALITY.]  
40

41 (AO No. 79-195) (AO No. 79-195)  
42

43 **Section 4.** Anchorage Municipal Code section 3.30.100 is hereby amended as  
44 follows:  
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46 3.30.100 Definitions.  
47

48 The following words, terms and phrases, when used in this part, shall have  
49 the meanings ascribed to them in this section, except where the context  
50 clearly indicates a different meaning:

**Grievance** means any dispute involving the interpretation, application or alleged violation of any section of this chapter, except for disputes which are expressly exempted from the grievance procedure, including, but not limited to, [SUCH AS] disputes which are subject to the pre-disciplinary hearing procedure set forth in section 3.30.103 and disputes which relate to the contents of a performance evaluation [, AMONG OTHERS].

**Grievant** means an individual, nonrepresented employee or group of nonrepresented employees.

(AO No. 79-195; AO No. 86-207(S-1))

Cross references: Definitions and rules of construction generally, § 1.05.020.

**Section 5.** Anchorage Municipal Code section 3.30.101 is hereby amended as follows:

**3.30.101 Grievance procedure.** A grievance shall be processed in accordance with the procedures and within the time limits stated in this section and section 3.30.102. The time limits set forth in this procedure may be extended in writing by mutual agreement of the parties. Nothing in this section shall be construed to prevent settlement of a grievance by mutual agreement of the parties at any time.

A. [STEP 1--] *Informal discussion.*

1. The aggrieved employee shall discuss the grievance with the agency head [.] in an attempt to reach informal resolution of the grievance.

[THE AGGRIEVED EMPLOYEE SHALL DISCUSS THE GRIEVANCE WITH THE AGENCY HEAD. IF THE GRIEVANCE CANNOT BE RESOLVED INFORMALLY THROUGH DISCUSSION, IT SHALL THEN BE REDUCED TO WRITING AS A FORMAL GRIEVANCE, AND THE WRITTEN GRIEVANCE SHALL BE SUBMITTED TO THE AGENCY HEAD. THE WRITTEN GRIEVANCE MUST BE SUBMITTED WITHIN 15 DAYS OF THE DATE THAT THE EMPLOYEE KNOWS OR HAS REASON TO KNOW OF THE CONDUCT OR ACTIONS UPON WHICH THE GRIEVANCE IS BASED. FAILURE TO NOTIFY THE MUNICIPALITY WITHIN THE SPECIFIED TIME LIMITS IDENTIFIED IN THE PROCEDURE SHALL CONSTITUTE A BAR TO FURTHER ACTION ON THE ALLEGED GRIEVANCE. THE TIME LIMITS SET FORTH IN THIS PROCEDURE MAY BE EXTENDED IN WRITING BY MUTUAL AGREEMENT OF THE PARTIES. THE WRITTEN GRIEVANCE MUST DESCRIBE THE ACTIONS OR OMISSIONS THAT ARE ALLEGED TO CONSTITUTE IMPROPER CONDUCT BY THE MUNICIPALITY AND MUST INDICATE THE RULES THAT HAVE ALLEGEDLY BEEN MISAPPLIED, MISINTERPRETED OR VIOLATED BY THE MUNICIPALITY.]

B. Step 1 - Submission to agency head.

1. If the grievance cannot be resolved informally through discussion, and the employee chooses to proceed with the

1 grievance, the employee shall submit the grievance in writing to  
2 the agency head, with a copy to the Director of Employee  
3 Relations. The written grievance shall describe the actions or  
4 omissions alleged to constitute improper conduct by the  
5 municipality and shall indicate the rules allegedly misapplied,  
6 misinterpreted or violated by the municipality.

7  
8 2. The written grievance shall be submitted within fifteen (15)  
9 calendar days of the date the employee knows or has reason to  
10 know of the event, conduct or actions upon which the grievance  
11 is based. If the grievance is based upon a change in code,  
12 policy or procedure, and the grievant knows or reasonably  
13 should know of the current or potential future impact of the  
14 change on the employee, the time for submitting a grievance  
15 shall start on the date of that change. Failure of the grievant to  
16 notify the agency head within the specified time shall constitute  
17 a bar to further action on the alleged grievance.

18  
19 3. Upon receipt of a written grievance, an agency head shall, within  
20 fifteen (15) calendar days, respond in writing. If the agency  
21 head does not respond within this time, or within such longer  
22 time as is mutually agreed-to between the parties, the grievance  
23 shall automatically advance to Step 2 (mayor).

24  
25 [STEP 2--DECISION BY AGENCY HEAD. UPON RECEIPT OF A WRITTEN  
26 GRIEVANCE, AN AGENCY HEAD SHALL, WITHIN FIVE WORKING DAYS, RESPOND  
27 IN WRITING. UPON RECEIPT OF THE AGENCY HEAD'S RESPONSE, THE  
28 EMPLOYEE SHALL HAVE FIVE WORKING DAYS TO APPEAL THE DECISION IN  
29 WRITING TO THE MAYOR. IF THE EMPLOYEE FAILS TO APPEAL THE AGENCY  
30 HEAD'S DECISION WITHIN FIVE DAYS, SUCH FAILURE TO RESPOND WILL SERVE  
31 TO DECLARE THE GRIEVANCE AS SETTLED BASED UPON THE AGENCY HEAD'S  
32 DECISION.]

33  
34 **C. Step 2--Submission to mayor.**

35  
36 1. Upon receipt of the agency head's response, the employee shall  
37 have seven (7) calendar days to appeal the decision in writing to  
38 the mayor. If the employee fails to appeal the agency head's  
39 decision within this time, or such longer time as is mutually  
40 agreed-to between the parties, such failure to respond shall  
41 serve to declare the grievance as settled based upon the  
42 agency head's decision.

43  
44 2. The written appeal to the mayor shall include a copy of the  
45 original written grievance and all written responses to that  
46 grievance.

47  
48 3. Within fifteen (15) calendar days of receipt of a written appeal  
49 by the grievant from the decision of the agency head, the mayor  
50 or his designee (the "mayor") shall review the matter and

1                    respond in writing to the employee's grievance. The mayor may  
2                    seek additional clarification of the grievance or request  
3                    documentation from the grievant, and the time from the date of  
4                    such request from the mayor until receipt of the information shall  
5                    not be included in the time calculation for the mayor's decision.  
6                    If the mayor does not respond within the required time limit, the  
7                    grievance shall automatically advance to arbitration.

8  
9                    4.    Upon receipt of the mayor's decision, the employee shall have  
10                  seven (7) calendar days in which to submit a written request for  
11                  arbitration to the director. If the employee fails to file a written  
12                  request for arbitration within the seven (7) days, such failure  
13                  shall serve to declare the grievance as settled based upon the  
14                  mayor's decision.

15  
16                  [STEP 3--DECISION BY MAYOR. WITHIN FIVE WORKING DAYS OF RECEIPT OF A  
17                  WRITTEN APPEAL FROM THE DECISION OF THE AGENCY HEAD, THE MAYOR OR  
18                  HIS DESIGNEE SHALL REVIEW THE MATTER AND RESPOND IN WRITING TO THE  
19                  EMPLOYEE'S GRIEVANCE. UPON RECEIPT OF THE MAYOR'S DECISION, THE  
20                  EMPLOYEE SHALL HAVE FIVE WORKING DAYS IN WHICH TO SUBMIT A WRITTEN  
21                  REQUEST FOR ARBITRATION TO THE DIRECTOR. IF THE EMPLOYEE FAILS TO  
22                  FILE A WRITTEN REQUEST FOR ARBITRATION WITHIN THE FIVE DAYS, SUCH  
23                  FAILURE WILL SERVE TO DECLARE THE GRIEVANCE AS SETTLED BASED UPON  
24                  THE MAYOR'S DECISION.]

25  
26                  (AO No. 79-195; AO No. 86-207(S-1); AO No. 91-173(S); AO No. 92-121(S))

27  
28                  **Section 6.**    Anchorage Municipal Code section 3.30.102 is hereby amended as  
29                  follows:

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31                  **3.30.102      Arbitration.**

32  
33                  A.    Within seven (7) calendar days of an employee's receipt of a timely  
34                  request for arbitration, the director shall provide the employee with a list  
35                  of the names of at least three local arbitrators. The employee shall  
36                  have seven (7) calendar days from the receipt of this list to select an  
37                  arbitrator from the list. Once an arbitrator is appointed, the parties shall  
38                  confer with the arbitrator and select an acceptable date for the  
39                  arbitration. Unless otherwise noted by the director, the arbitration shall  
40                  be held at City Hall.

41  
42                  [IF A TIMELY REQUEST FOR ARBITRATION IS RECEIVED, THE EMPLOYEE AND  
43                  THE DIRECTOR SHALL EXCHANGE LISTS OF NOT MORE THAN FIVE NAMES OF  
44                  SUGGESTED ARBITRATORS AND SHALL MEET WITHIN FIVE DAYS TO AGREE ON A  
45                  MUTUALLY ACCEPTABLE ARBITRATOR. IF NO AGREEMENT CAN BE REACHED  
46                  WITHIN FIVE DAYS OF SUCH MEETING, THE PARTIES SHALL SELECT AN  
47                  ARBITRATOR BY THE STRIKING METHOD FROM A PERMANENT LIST OF  
48                  ARBITRATORS IN THE ANCHORAGE AREA. THIS LIST WILL BE SUPPLIED TO THE  
49                  PARTIES BY THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR  
50                  SHALL BE SELECTED WITHIN FIVE DAYS FROM RECEIPT OF THE PERMANENT

1 LIST. ARBITRATION SHALL COMMENCE AS SOON AS POSSIBLE FOLLOWING THE  
2 APPOINTMENT OF THE ARBITRATOR.]

3  
4 B. The arbitrator shall conduct the [A] hearing according to generally  
5 accepted standards and procedures for grievance arbitration. If the  
6 municipality contests the arbitrability of the grievance, the arbitrator shall  
7 consider that matter and render a decision on it, before conducting a  
8 hearing on the underlying grievance. The fact that the municipality may  
9 have considered the merits of the grievance at any point of the  
10 grievance procedure shall not constitute a waiver of the municipality's  
11 right to contest the arbitrability of the underlying grievance.

12  
13 C. The employee may be represented at arbitration by a duly authorized  
14 representative. If the employee will be represented at arbitration,  
15 written notice of such representation shall be provided to the director at  
16 least ten (10) calendar days before the date set for the arbitration.  
17 Once the director receives notice of such representation, the director  
18 shall communicate directly with the representative on all matters  
19 concerning the arbitration, unless otherwise agreed to by the  
20 representative.

21  
22 D. The arbitrator shall have no authority to add to, alter, delete or modify  
23 any statute, regulation, ordinance or labor agreement or to issue any  
24 award on a matter not raised in the complaint filed by the employee.  
25 The arbitrator shall not make any award involving payment to a party  
26 for events, actions or omissions giving rise to [RECITED IN] the grievance  
27 [COMPLAINT].

28  
29 E. The decision of the arbitrator shall be final and binding on all parties  
30 and shall only be subject to appeal in the superior court in accordance  
31 with AS 9.43.120--9.43.150. Either party may make application to the  
32 superior court to enforce a decision of the arbitrator.

33  
34 F. In the application of this section, the term "employee" shall include any  
35 duly authorized representative of the employee who alleges a  
36 grievance. [THE TERM "WORKING DAY" SHALL EXCLUDE SATURDAYS,  
37 SUNDAYS AND RECOGNIZED MUNICIPAL HOLIDAYS.]

38  
39 G. Nothing in this section shall be construed to prevent settlement of a  
40 grievance by mutual agreement of the parties at any time. The  
41 expenses of the arbitrator shall be borne by the municipality.

42  
43 H. Submission of a grievance to arbitration shall not act as a stay of any  
44 action unless a stay is expressly approved by the mayor or his  
45 designee.

46  
47 I. The provisions for grievance, arbitration or pre-disciplinary hearing  
48 contained in this section shall not apply to employees who have not  
49 successfully completed the probationary period required by rule 7 at the  
50 time of the alleged action or omissions or to executive employees.



Probationary employees may be subject to discipline without grievance appeal or pre-disciplinary hearing and may be terminated in accordance with section 3.30.074 C.

(AO No. 79-195; AO No. 94-117, § 17, 7-26-94)

**Section 7.** Anchorage Municipal Code section 3.30.127 is hereby amended to read as follows (*the remainder of the section is not affected and therefore not set out*):

**3.30.127 Length of Service.**

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**E. Service recognition.**

1. Service recognition pay is additional pay for length of continuous service.

[EFFECTIVE JANUARY 1, 2003--103.5 PERCENT OF BASE PAY AFTER 15 YEARS' CONTINUOUS SERVICE.]

2. Regular employees, except executive employees, hired on or after January 1, 1981 and prior to June 30, 2011, shall be eligible to receive service recognition pay and shall continue to be eligible unless they resign, are laid off for longer than one year without re-employment, or are discharged for cause.

[SERVICE RECOGNITION PAY SHALL BE IMPLEMENTED AS FOLLOWS:

\*\*\* \*\*

[2. EFFECTIVE JANUARY 1, 2004--103.5 PERCENT OF BASE PAY AFTER 10 YEARS' CONTINUOUS SERVICE AND 107 PERCENT OF BASE PAY AFTER 15 YEARS' CONTINUOUS SERVICE.]

3. Service recognition pay shall not be paid to any employee hired or rehired on or after July 1, 2011.

[EFFECTIVE JANUARY 1, 2005--103.5 PERCENT OF BASE PAY AFTER 10 YEARS' CONTINUOUS SERVICE, 107 PERCENT OF BASE PAY AFTER 15 YEARS' CONTINUOUS SERVICE AND 110.5 PERCENT OF BASE PAY AFTER 20 YEARS' CONTINUOUS SERVICE.]

(AO No. 79-195; AO No. 86-207(S-1); AO No. 2003-43, § 1, 1-1-03)

**Section 8.** Anchorage Municipal Code section 3.30.129 is hereby amended to read as follows (*the remainder of the section is not affected and therefore not set out*):

**3.30.129 Overtime for employees assigned to range 17N and below.**

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**B. Pay rates for overtime premium pay.**

1. *Time and one-half pay.* Employees shall be paid at one and one-half times their regular rate of pay for all hours actually worked in excess of 40 hours in one workweek. For the purpose of calculating overtime compensation, time designated by this chapter as any type of holiday or leave shall not be considered as part of the 40 hours to be worked in one workweek before an employee becomes eligible for overtime compensation under this section.

2. *Call-out pay.* When an employee has completed his scheduled shift and is "called out" to perform additional work, he shall receive overtime pay for actual hours worked with a minimum guarantee of four hours' pay at the employee's straight time hourly rate. [OVERTIME PAY SHALL BE PAID IN ACCORDANCE WITH SUBSECTION B.1 OF THIS SECTION.]

3. *Standby pay.* In cases where it is found necessary to have employees remain available for work in a standby status after regularly scheduled hours, on scheduled days off, or on holidays, they shall receive standby pay. If an employee is placed on standby, such employee will be compensated for one (1) hour per week day and two (2) hours per weekend day [pay] at the employee's straight time factored rate for each day of such duty. When such an employee is called out for work, the standby pay shall be credited toward the minimum call-out payment.

No employee shall be in standby status unless scheduled for such by the MOA. Time spent in on-call status does not count as hours worked for the purposes of computing eligibility for overtime pay.

4. *Compensatory time off.* Compensatory time off shall not be permitted except as provided for executives in rule 17 and for employees assigned to range 18N and 19N in Section 3.30.1213.

(AO No. 79-195; AO No. 86-197(S), 1-1-87; AO No. 94-117, § 25, 7-26-94; AO No. 96-55, § 1, 4-2-96; AO No. 2001-121, § 1, 7-1-01)

**Section 9.** Anchorage Municipal Code section 3.30.131 is hereby amended to read as follows:

**3.30.131 Regular and alternate hours of work.**

A. *Regular working hours.* The MOA shall schedule all work for all employees.

1. Regular working hours of general schedule classified municipal employees shall consist of a five-day schedule [WORKWEEK], eight [-] (8) hours a day, forty (40) hours a week; or
2. A four (4) consecutive day schedule, ten (10) hours a day, forty (40) hours a week.
3. The standard workweek shall consist of the period from midnight Sunday to the following midnight Sunday. The standard workday shall consist of the period midnight to midnight.

B. *Alternate working hours.* Alternate work schedules may consist of workweeks other than midnight Sunday to the following midnight

Sunday as approved by the director.

1. Employees on an alternative work schedule shall have a workweek definition of a regular recurring period of 168 hours (7 consecutive 24 hour periods).

(AO No. 79-195; AO No. 2001-121, § 2, 7-1-01)

**Section 10.** Anchorage Municipal Code section 3.30.132 is hereby amended to read as follows:

### **3.30.132 Shifts .**

**A. Scheduling by Employer.** The Municipality shall schedule all shifts.

1. Each regular employee shall be assigned a regular shift.  
[ESTABLISHED SHIFT. A REGULAR SHIFT (E.G., 8:00 A.M. TO 5:00 P.M. OR 7:30 A.M. TO 4:30 P.M.) THAT APPLIES TO ALL EMPLOYEES OF A DEPARTMENT, DIVISION, SECTION OR WORK UNIT.]

**B. Regular shift.** Regular working hours of full-time employees shall normally consist of:

1. A five (5) consecutive day schedule, eight (8) hours a day, forty (40) hours a week; or
2. A four (4) consecutive day schedule, ten (10) hours a day, forty (40) hours a week, unless on an approved alternate shift.

[FLEX TIME. A DESIGNATED PERIOD (E.G., 7:00 A.M. TO 6:00 P.M.) DURING WHICH EMPLOYEES MAY CHOOSE THEIR OWN EIGHT-HOUR PERIODS, WITH THE APPROVAL OF THEIR AGENCY HEAD.]

**C. Alternate shift.** Alternate shifts are schedules that do not meet the definition of a regular shift.

1. An alternate shift includes 40-hour workweeks in which the ending or beginning of the shift may be other than midnight Sunday to the following midnight Sunday, such as, but not limited to, shifts that begin on a mid-Friday to accommodate a 9-80 schedule and end the following mid-Friday.

[ALTERNATE WORKWEEK SHIFTS. A DESIGNATED PERIOD (E.G. 8:00 A.M. TO 6:00 P.M.) THAT MAY EXCEED AN EIGHT-HOUR WORK SHIFT UNDER AN APPROVED ALTERNATE WORKWEEK SCHEDULE. ALTERNATE SHIFTS ARE INCLUDED IN SUCH 40-HOUR WORKWEEKS IN WHICH THE ENDING OR BEGINNING OF THE SHIFT MAY BE OTHER THAN MIDNIGHT SUNDAY TO THE FOLLOWING MIDNIGHT SUNDAY, SUCH AS, BUT NOT LIMITED TO, SHIFTS THAT BEGIN ON A MID-FRIDAY TO ACCOMMODATE A 9-80 SCHEDULE AND END THE FOLLOWING MID-FRIDAY.]

**D. Flex Time.** Employees who meet the forty (40) hours a week requirement prior to the end of the employee's scheduled workweek may, with supervisory approval, be released from working the employee's remaining regularly scheduled hours without reduction to the employee's leave. Employees who take annual leave during the workweek and subsequently work additional hours in the workweek

may, with supervisory approval, flex (reduce) their annual leave time taken earlier in the workweek.

(AO No. 79-195; AO No. 2001-121, § 3, 7-1-01)

**Section 11.** Anchorage Municipal Code section 3.30.133 is hereby amended to read as follows:

**3.30.133 Temporary schedules.**

- A. Temporary shifting of employees' working hours to meet operational [ROUTINE] needs may be done as necessary and if approved by the agency head.
- B. The affected employees shall be provided with forty-eight (48) hours advanced notice, except in emergency situations, or when the employees waive the need for notice.
- C. Temporary c[C]hanges [OF SHIFTS WHICH ENVISION CHANGES OF 30 MINUTES OR LESS AT STARTING TIME MAY BE APPROVED BY THE AGENCY HEAD FOR PERIODS LESS THAN ONE WEEK. CHANGES] for more than one week in duration require [MUST PROVIDE AT LEAST] one week's advance notice to employees except in emergency situations, or when the employees waive the need for notice.

(AO No. 79-195)

**Section 12.** Anchorage Municipal Code section 3.30.135 is hereby amended to read as follows:

**3.30.135 Changes of regular [PERMANENT] schedules.**

- A. Employees shall be notified as far in advance as practicable of [ALL PERMANENT] changes to [OF] an employee's regular [PERMANENT] working hours and shifts [SCHEDULES].
1. However, the Municipality shall provide the employees affected at least one week's notice of the change and, if possible, two weeks' notice, except in emergency situations or when the employees waive the need for notice.

(AO No. 79-195)

**Section 13.** Anchorage Municipal Code section 3.30.153 is hereby amended to read as follows:

**3.30.153 Leave conversion and cash in.**

- A. Yearly payment for annual leave. All hours of cashable annual leave in excess of 480 accrued as of the last pay period of any calendar year, unless [COMMITTED FOR USE BEFORE THE FOLLOWING JANUARY 31,] converted to cashable sick leave under [SUB]section B. [OF THIS SECTION OR COMMITTED AS OTHERWISE PROVIDED FOR IN THIS CHAPTER,] shall be paid in cash to the employee.
- B. Conversion to sick leave. Upon the written request of the employee

1 during the month of December, up to 80 hours of excess cashable  
2 annual leave may be converted [COMMITTED] each year into a separate  
3 cashable sick leave account which shall be paid to the employee at the  
4 time of separation.

5 C. Cash in lieu of cashable annual leave. Subject to the availability of cash  
6 and normal budgetary limitations, cash in lieu of accrued cashable  
7 annual leave may be obtained twice each calendar year by submitting a  
8 written request to the director, provided the employee retains at least  
9 80 hours of cashable annual leave in the employee's cashable annual  
10 leave account following cash payment.

11 D. Donation of cashable annual leave. The Leave Donation Program  
12 ("Program") allows employees to receive cashable annual leave hours  
13 donated by other employees. It is a voluntary program intended to  
14 assist an employee experiencing hardship resulting from a prolonged  
15 work absence when the employee's own personal leave balances have  
16 been exhausted.

17 1. Eligible Employee Recipient. An employee is eligible to receive  
18 donated leave under the following circumstances:

19 a. Medical Emergency. A major illness or other major  
20 medical condition of the employee or a family member of  
21 the employee that requires a prolonged absence from  
22 work, including but not limited to intermittent absences  
23 that are related to the same illness or condition.  
24 Examples that may qualify include heart attacks, heart  
25 conditions requiring heart bypass or valve operations,  
26 most cancers, back conditions requiring extensive  
27 therapy or surgical procedures, strokes, severe  
28 respiratory conditions, spinal injuries, appendicitis,  
29 pneumonia, emphysema, severe arthritis, severe nervous  
30 disorders, and complications from pregnancy that are life  
31 threatening for the mother or child.

32 b. Death of Family Member. The employee needs an  
33 extended absence from work following the death of a  
34 family member. In this circumstance, donated leave shall  
35 be used within 30 calendar days from the date of the  
36 death.

37 c. Declared Major Disaster. An employee is adversely  
38 affected by a major disaster that has caused such a  
39 severe hardship to the employee or a family member of  
40 the employee that it requires the employee to be absent  
41 from work. In this circumstance, a "major disaster" is an  
42 event declared as such by the President under the  
43 Stafford Act, 42 U.S. C. Sec. 5170. Under this section, a  
44 donating employee may give accrued cashable leave that  
45 the Municipality shall deposit into a designated leave  
46 bank for the benefit of employees adversely affected by  
47 the major disaster. This section does not allow a  
48 donating employee to deposit leave for transfer to a  
49 specific employee recipient.  
50

2. General Program Requirements.

- a. The Employee Relations Department is responsible for the administration and oversight of the Program.
- b. Leave donation requests shall be submitted in advance and require the approval of the Employee Relations Director. Leave donations shall be processed by pay period for the following pay period's usage.
- c. In order to receive donated leave, the employee recipient:
  - i. Shall have exhausted all available personal leave balances; and
  - ii. Be on approved leave.
  - iii. Per section D.2.b., the recipient employee is encouraged to initiate the leave donation process prior to leave exhaustion.
- d. An employee is not allowed to convert donated leave to cash in lieu of using the donated leave.
- e. Unused leave donations shall be returned to the employee donor.

3. Definitions. For the purpose of this section only:

- a. Family member means an employee's parent, child, spouse, domestic partner, sister or brother.
- b. Parent means a biological or adoptive parent, a parent-in-law, or a stepparent.
- c. Child means the employee's biological, adopted, or foster child, stepchild, or legal ward.
- d. Domestic partner means any person who meets the requirements to qualify for domestic partner benefits under the Municipality's health plan.

[REQUESTS FOR PERMISSION TO DONATE CASHABLE ANNUAL LEAVE TO A FELLOW EMPLOYEE SHALL BE APPROVED ONLY IN THE MOST SERIOUS CASES SUCH AS PROBABLE DEATH, LINGERING OR INCURABLE ILLNESS, OR SOME TRULY EXCEPTIONAL EMERGENCY AS MIGHT RESULT FROM A DISASTER SUCH AS LOSS OF A HOUSE AND ALL BELONGINGS DUE TO A FIRE. EMPLOYEES MAY DONATE CASHABLE ANNUAL LEAVE IN ACCORDANCE WITH THIS POLICY WITH THE PRIOR APPROVAL OF THE DIRECTOR. LEAVE MAY BE DONATED BY REPRESENTED EMPLOYEES FOR THE CONDUCT OF UNION BUSINESS AS SPECIFIED IN RESPECTIVE AGREEMENTS.]

E. Advance leave pay. The controller's office shall provide for advance leave pay when the request is submitted in writing two weeks in advance of the scheduled leave period and is approved by the agency head.

F. Payment for leave at termination.

- 1. Except as provided in section 3.30.152 F.2., upon termination for any reason employees shall be entitled to payment for their unused cashable annual leave and cashable sick leave balances. Such payment shall be made at the rate of one hundred percent of the then current value of the employee's cashable annual leave and cashable sick leave balances, based

- 1 upon the factored hourly rate at the time of termination.
- 2 [2. UPON TERMINATION FOR ANY REASON, EMPLOYEES WHO HAVE
- 3 ACCRUED PAID TIME OFF (PTO) ANNUAL LEAVE SHALL BE ENTITLED TO
- 4 PAYMENT FOR SUCH UNUSED PAID TIME OFF (PTO) ANNUAL LEAVE
- 5 BALANCE. SUCH PAYMENT SHALL BE MADE AT THE RATE OF 50
- 6 PERCENT OF THE THEN CURRENT VALUE OF THE EMPLOYEE'S PAID
- 7 TIME OFF (PTO) ANNUAL LEAVE BALANCE BASED UPON THE FACTORED
- 8 HOURLY RATE AT THE TIME OF TERMINATION.]
- 9

10 (AO No. 79-195; AO No. 86-207(S-1); AO No. 91-95; AO No. 94-229(S), § 2, 12-13-

11 94; AO No. 96-70, § 5, 5-7-96; AO No. 2000-166(S), § 1, 12-18-00; AO No. 2001-170,

12 § 5, 10-30-01; AO No. 2002-04, § 2, 1-29-02)

13

14 **Section 14.** Anchorage Municipal Code section 3.30.154 is hereby amended to read

15 as follows:

16

17 **3.30.154 Regular use of annual leave.**

18 \*\*\* \*\*\* \*\*\*

- 19 B. At least 80 hours of leave shall be taken each year by the end of the
- 20 last pay period of the year, with the exception that this limitation shall
- 21 not apply to new employees until the last pay period of the second
- 22 December 31 following their date of hire. Except for the initial year of
- 23 employment, employees who fail to take 80 hours of cashable annual
- 24 leave or [,] non-cashable annual leave[, OR PAID TIME OFF (PTO) ANNUAL
- 25 LEAVE] each year pursuant to this paragraph shall forfeit those hours as
- 26 if they had been taken, and the difference between the amount actually
- 27 taken and 80 hours shall be subtracted from the employee's cashable
- 28 annual leave [OR PAID TIME OFF (PTO) ANNUAL LEAVE] balance at the end
- 29 of the year. For part-time employees, the minimum annual leave usage
- 30 shall be prorated based on the percent of full-time for which their
- 31 position is hired [BUDGETED]. It is the responsibility of the agency head
- 32 to ensure that work is conducted and leaves scheduled so that
- 33 employees shall have opportunity to use their leave at a time that most
- 34 nearly meets their desires.

35 \*\*\* \*\*\* \*\*\*

- 36 [D. REGULAR, FULL-TIME EXECUTIVE EMPLOYEES HIRED AFTER DECEMBER 31,
- 37 1994 AND REGULAR, FULL-TIME NON-REPRESENTED EMPLOYEES HIRED AFTER
- 38 MAY 7, 1996 WHO HAVE AN ACCRUED LEAVE BALANCE AS OF JANUARY 14,
- 39 2002 WILL HAVE THREE ANNUAL LEAVE ACCOUNTS: A TIER II CASHABLE
- 40 ANNUAL LEAVE BALANCE; A NON-CASHABLE ANNUAL LEAVE BALANCE;
- 41 CASHABLE SICK LEAVE BALANCE; AND A PAID TIME OFF (PTO) ANNUAL LEAVE
- 42 BALANCE. EMPLOYEES MAY ELECT, AT THEIR DISCRETION, WHICH LEAVE
- 43 ACCOUNT OR ACCOUNTS TO USE EXCEPT AS OTHER-WISE PROVIDED FOR IN
- 44 THIS CHAPTER. ]
- 45

46 (AO No. 79-195; AO No. 86-207(S-1); AO No. 94-117, § 29, 7-26-94; AO No. 94-

47 229(S), § 3, 12-13-94; AO No. 96-70, § 6, 5-7-96; AO No. 2000-166(S), § 1, 12-18-00;

48 AO No. 2001-170, § 6, 10-30-01; AO No. 2002-04, § 3, 1-29-02)

49

50 **Section 15.** Anchorage Municipal Code section 3.30.157 is hereby amended to read

51 as follows:

### 3.30.157 Injury Leave.

A. Eligibility. Any regular employee shall be eligible for injury leave who (1) is injured in the scope of employment and is unable to fully perform the duties of the employee's job classification, and (2) receives time loss benefits under the Alaska State Workers' Compensation Act as a result of that injury. The employee shall provide the municipality's worker's compensation third party administrator with all requested documentation.

[1. ANY REGULAR EMPLOYEE WHO IS INJURED IN THE COURSE OF PERFORMING HIS DUTIES AND WHO RECEIVES WORKER'S COMPENSATION BENEFITS (TEMPORARY BENEFITS UNDER AS 23.30) DUE TO THAT INJURY, SHALL BE ELIGIBLE FOR INJURY LEAVE AS PROVIDED IN THIS SECTION. IF AN EMPLOYEE FAILS TO RETURN TO WORK WITHIN ONE YEAR AFTER THE DATE OF THE ORIGINAL INJURY, THE DIRECTOR MAY TERMINATE THAT EMPLOYEE. EMPLOYMENT ACTIONS AUTHORIZED UNDER THIS SECTION WILL BE TAKEN ONLY AFTER CONSIDERATION OF AN EMPLOYEE'S RIGHTS, IF ANY, UNDER THE FEDERAL, STATE OR LOCAL LAW GOVERNING THE RIGHTS OF THE DISABLED.

2. INJURY LEAVE ENTITLES THE EMPLOYEE TO RECEIVE THE SUPPLEMENTAL PAY DESCRIBED IN SUBSECTION B OF THIS SECTION. ELIGIBILITY FOR INJURY LEAVE EXPIRES ONE CALENDAR YEAR FROM THE DATE OF THE ORIGINAL INJURY. ANY RECURRENCE OF THE INJURY AFTER THE ONE YEAR HAS ELAPSED WHICH MAY NECESSITATE THE ABSENCE OF THE EMPLOYEE, WHETHER OR NOT THE EMPLOYEE RECEIVES WORKER'S COMPENSATION BENEFITS, WILL NOT BE CONSIDERED INJURY LEAVE. THE EMPLOYEE MAY REQUEST ANNUAL LEAVE, SICK LEAVE, FAMILY LEAVE OR MEDICAL LEAVE WITHOUT PAY DURING SUCH PERIODS.

3. AN EMPLOYEE ON INJURY LEAVE MAY BE REQUIRED TO WORK AND PERFORM ALTERNATE DUTIES FOR WHICH HE IS QUALIFIED AND CAPABLE AS DETERMINED BY THE AGENCY HEAD AFTER CONSULTATION WITH THE ATTENDING PHYSICIAN. IF AN EMPLOYEE ON INJURY LEAVE PERFORMS ALTERNATE DUTIES, HE SHALL BE COMPENSATED AT THE APPROPRIATE RATE FOR THE DUTIES PERFORMED.]

B. Period of Eligibility. All injury leave, including light duty, expires one (1) calendar year from the date of the original injury. If an employee is unable to perform the duties of the employee's job classification with or without a "reasonable accommodation" for a qualifying disability under the Americans With Disabilities Act (ADA) within one (1) calendar year after the date of the original injury, the Director may terminate the employee. An employee shall not be eligible for injury leave or any light duty for any recurrences or exacerbation(s) of the original injury after the one (1) calendar year has elapsed, unless part of a "reasonable accommodation" for a qualifying disability as defined by the ADA.

[SUPPLEMENTAL PAY. WHILE AN EMPLOYEE IS ON INJURY LEAVE, HEALTH AND LIFE INSURANCE COVERAGE SHALL BE CONTINUED IN THE MANNER PRESCRIBED BY THE DIRECTOR. THE PROVISIONS OF AS 23.30.150 REQUIRE



1 A THREE-CALENDAR-DAY WAITING PERIOD BEFORE WORKER'S COMPENSATION  
2 BENEFITS ARE PAYABLE. DURING THIS PERIOD, AN EMPLOYEE SHALL DRAW  
3 DOWN FROM HIS LEAVE BANKS FOR THE HOURS SCHEDULED BUT NOT WORKED  
4 AS A RESULT OF THE OCCUPATIONAL ILLNESS OR INJURY. IF THE  
5 OCCUPATIONAL ILLNESS OR INJURY ABSENCE EXCEEDS 28 CALENDAR DAYS,  
6 THE EMPLOYEE SHALL BE MADE WHOLE FOR THE FIRST THREE DAYS OF THE  
7 OCCUPATIONAL ILLNESS OR INJURY. THE MUNICIPALITY SHALL SUPPLEMENT  
8 WORKER'S COMPENSATION PAYMENTS TO THE EXTENT THAT THE INJURED  
9 EMPLOYEE RECEIVES NO MORE THAN 80 PERCENT OF THE CURRENT BASE PAY  
10 WITH LONGEVITY FOR NO MORE THAN ONE YEAR FROM THE DATE OF THE  
11 ORIGINAL INJURY. PAYMENTS BEING MADE BY THE MUNICIPALITY FOR  
12 ALTERNATE WORK PERFORMED BY THE EMPLOYEE SHALL BE COUNTED IN  
13 DETERMINING WHETHER THE EMPLOYEE IS RECEIVING 80 PERCENT OF  
14 CURRENT BASE PAY WITH LONGEVITY.]

- 15  
16 C. Light Duty. An employee on injury leave who is unable to fully perform  
17 the duties of the employee's job classification may be required to  
18 perform modified or alternate duties if available and at the discretion of  
19 the Agency Head. The employee shall be capable and qualified to  
20 perform the assigned work. The employee shall be compensated at the  
21 employee's factored rate of pay. Employees may be assigned to work  
22 light duty in other departments of the Municipality.

23  
24 [TERMINATION DATE. THE MUNICIPALITY'S RESPONSIBILITIES UNDER THIS  
25 SECTION SHALL TERMINATE UPON THE OCCURRENCE OF ANY OF THE  
26 FOLLOWING:

- 27 1. AS OF THE DATE ON WHICH THE EMPLOYEE IS DECLARED BY A  
28 PHYSICIAN TO BE PERMANENTLY DISABLED OR ON WHICH A RETIREMENT PLAN  
29 COMMENCES TO MAKE DISABILITY OR RETIREMENT PAYMENTS TO THE  
30 EMPLOYEE;  
31 2. AS OF THE DATE ON WHICH THE EMPLOYEE RETURNS TO WORK WITH  
32 AN UNRESTRICTED MEDICAL RELEASE OR ON WHICH HE FIRST ENGAGES IN ANY  
33 OCCUPATION FOR WAGE OR PROFIT; OR  
34 3. AT THE END OF ONE YEAR FOLLOWING THE DATE OF THE ORIGINAL  
35 INJURY.]

- 36  
37 D. Medical Appointments. An employee on light duty who is working full  
38 time is encouraged to schedule doctor's appointments during off hours.  
39 If an employee is unable to schedule injury related medical  
40 appointments during non-work hours, the employee shall be released  
41 from work for no more than two (2) hours per week, including travel  
42 time, for one year from the date of the original injury. The employee  
43 shall not be charged leave for those two (2) hours per week. The  
44 employee shall return to work for the remainder of the shift following  
45 the medical appointment.

46  
47 [CONDITIONS. AN EMPLOYEE SHALL BE ELIGIBLE FOR INJURY LEAVE ONLY  
48 UPON SATISFACTION OF THE FOLLOWING CONDITIONS:

- 49 1. THE EMPLOYEE SHALL MAKE A COMPLETE REPORT OF THE INJURY TO  
50 THE STATE DEPARTMENT OF LABOR THROUGH HIS AGENCY HEAD;

2. THE EMPLOYEE SHALL COOPERATE WITH THE DIRECTOR TO PREPARE AND SUBMIT ALL FORMS AND INFORMATION RELATED TO THE EMPLOYEE THAT THE DIRECTOR MAY REQUEST;

3. THE EMPLOYEE SHALL COOPERATE FULLY WITH THE MUNICIPALITY'S WORKER'S COMPENSATION INSURANCE CARRIER SO LONG AS THE EMPLOYEE'S WORKER'S COMPENSATION CLAIM HAS NOT BEEN CONTESTED; AND

4. THE EMPLOYEE SHALL NOT USE ANNUAL LEAVE AT ANY TIME.]

E. Health and Insurance Benefits. An employee who is on injury leave and receiving Workers' Compensation time loss benefits shall maintain health and insurance benefits. The employee shall be responsible to pay the employee portion of the employee's elected benefits.

[RELEASE TO LIGHT DUTY. AN EMPLOYEE RELEASED TO WORK LESS THAN THEIR REGULAR SCHEDULED WORK HOURS OR WITH RESTRICTIONS ON ESSENTIAL JOB DUTIES, FOLLOWING AN OCCUPATIONAL ILLNESS OR INJURY IS CONSIDERED AS "RELEASED TO LIGHT DUTY." EMPLOYEES RELEASED TO LIGHT DUTY ARE ENCOURAGED TO SCHEDULE OCCUPATIONAL ILLNESS OR INJURY RELATED DOCTOR'S APPOINTMENTS DURING OFF DUTY HOURS. IF THE EMPLOYEE IS UNABLE TO SCHEDULE THE OCCUPATIONAL RELATED DOCTOR'S APPOINTMENT DURING NON-WORK HOURS, THE EMPLOYEE SHALL BE RELEASED FROM WORK AND ALLOWED REASONABLE TRAVEL TIME TO AND FROM THE APPOINTMENT. IN THIS SITUATION, THE EMPLOYEE SHALL NOT BE CHARGED LEAVE. THIS PROVISION IS ONLY APPLICABLE FOR THE PERIOD OF INJURY LEAVE ELIGIBILITY.]

F. Waiting Period. An employee may elect to use the employee's paid leave or leave without pay to satisfy the three day waiting period requirements of the Alaska State Workers' Compensation Act.

(AO No. 79-195; AO No. 86-207(S-1); AO No. 94-117, § 30, 7-26-94; Ord. No. 2003-41, § 1, 1-1-03)

**Section 16.** Anchorage Municipal Code section 3.30.1510 is hereby amended to read as follows:

3.30.1510 Bereavement [FUNERAL] leave.

A. A [EACH] regular, full-time employee shall be granted [ELIGIBLE FOR] three consecutive working days of paid bereavement leave a deceased immediate family member [FOR EACH FUNERAL OF A MEMBER OF HIS IMMEDIATE FAMILY ATTENDED]. Such leave shall not be deducted from the employee's leave account.

B. Bereavement leave for regular part time employees shall be prorated based upon the employee's full time equivalency (e.g., a .75 FTE employee receives 3 days for a maximum of 18 hours).

(AO No. 79-195; AO No. 86-207(S-1); AO No. 94-117, § 31, 7-26-94)

**Section 17.** Anchorage Municipal Code chapter 3.30 is hereby amended to add a

new section 3.30.1516 to read as follows:

**3.30.1516 Non-occupational Injury – Temporary Alternate Duties**

A. Eligibility. A regular employee, who has a non-occupational injury and who is unable to fully perform the duties of the employee's job classification may be required to perform modified or alternate duties if available and at the discretion of the Agency Head.

1. The employee shall be capable and qualified to perform the assigned work.
2. The employee shall be compensated at the employee's factored rate of pay.
3. Employees may be assigned temporarily to alternate work assignments in other departments of the Municipality.

B. Period of Eligibility. Temporary alternate work duties shall not exceed one (1) year from the date of the original injury.

1. If an employee is unable to perform the duties of the employee's job classification with or without a "reasonable accommodation" for a qualifying disability under the Americans with Disabilities Act (ADA) within one (1) calendar year after the original injury, the Director may terminate the employee.

**Section 18.** This ordinance shall be effective on July 1, 2011.

PASSED AND APPROVED by the Anchorage Assembly this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chair of the Assembly

ATTEST:

\_\_\_\_\_  
Municipal Clerk

**MUNICIPALITY OF ANCHORAGE**  
**Summary of Economic Effects -- General Government**

AO Number: 2011-61

Title: **AN ORDINANCE AMENDING PERSONNEL RULES, ANCHORAGE  
MUNICIPAL CODE SECTIONS 3.30.005, 3.30.081, 3.30.082, 3.30.100,  
3.30.101, 3.30.102, 3.30.127, 3.30.129, 3.30.131, 3.30.132, 3.30.133  
3.30.135, 3.30.153, 3.30.154, 3.30.157, 3.30.1510, AND 3.30.1516.**

Sponsor: **MAYOR**  
Preparing Agency: Department of Employee Relations  
Others Impacted:

CHANGES IN EXPENDITURES AND REVENUES:		(In Thousands of Dollars)				
	<u>FY11</u>	<u>FY12</u>	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>	
<b>Operating Expenditures</b>						
1000 Personal Services						
2000 Non-Labor						
3900 Contributions						
4000 Debt Service						
<b>TOTAL DIRECT COSTS:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
Add: 6000 Charges from Others						
Less: 7000 Charges to Others						
<b>FUNCTION COST:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
<b>REVENUES:</b>						
<b>CAPITAL:</b>						
<b>POSITIONS: FT/PT and Temp</b>						
<b>PUBLIC SECTOR ECONOMIC EFFECTS:</b>						
None. Code amendments only.						

**PRIVATE SECTOR ECONOMIC EFFECTS:**

None. Code amendments only.

Prepared by: Employee Relations

Telephone: 343-4399



# MUNICIPALITY OF ANCHORAGE

## ASSEMBLY MEMORANDUM

No. AM 293-2011

Meeting Date: May 10, 2011

1 **FROM: MAYOR**

2  
3 **SUBJECT: AN ORDINANCE AMENDING PERSONNEL RULES,**  
4 **ANCHORAGE MUNICIPAL CODE SECTIONS 3.30.005,**  
5 **3.30.081, 3.30.082, 3.30.100, 3.30.101, 3.30.102, 3.30.127,**  
6 **3.30.129, 3.30.131, 3.30.132, 3.30.133 3.30.135, 3.30.153,**  
7 **3.30.154, 3.30.157, 3.30.1510, AND 3.30.1516.**  
8

9 This ordinance is phase one of a project to update and modernize the Personnel  
10 Rules, Anchorage Municipal Code chapter 3.30.  
11

### 12 BACKGROUND

13  
14 The Personnel Rules, set out in chapter 3.30, apply to non-represented classified  
15 employees and executives and serve as the default terms and conditions of  
16 employment for collective bargaining units for provisions not explicitly set forth or  
17 prohibited in the respective agreements.  
18

19 This is the first comprehensive review and update of the Personnel Rules in at  
20 least 10 years. The Personnel Rules are out of date with current human  
21 resource management practices and do not reflect the need for operational  
22 efficiencies in personnel administration. Intervening technology and public  
23 service delivery systems require a comprehensive updating and modernization to  
24 the Rules.  
25

### 26 GOALS

27  
28 The proposed amendments to chapter 3.30:

- 29     ▪ Improve personnel management and the management of public
- 30       services
- 31     ▪ Produce cost savings
- 32     ▪ Provide consistent, equitable and clear application of the rules
- 33     ▪ Improve administrative efficiency
- 34     ▪ Provide a framework recognizing system automation as an ongoing
- 35       process
- 36     ▪ Allow flexibility to modify/amend practices while assuring accountability
- 37     ▪ Provide a foundation for future collective bargaining agreements
- 38     ▪ Comply with all applicable federal, state, and local laws and
- 39       regulations.

## **PROPOSED AMENDMENTS**

### **Definitions:**

- Immediate Family - to include step-parents & siblings, same sex domestic partner, grandparents and grandchildren.
- Seniority - clarifies definition to reflect seniority is based on most recent hire date.
- Seniority List - new definition
- Full Time Equivalency - new definition
- Base rate - new definition
- Factored rate - new definition
- Pay Enhancement - new definition

### **Performance Evaluations:**

Employees deserve and are entitled to timely evaluations of performance. Management also benefits from reinforcing positive performance and documenting performance deficiencies. However, if evaluations are not completed in a timely manner, it can result in a delay of an employee's step increase.

The amendments assure timely payment of pay increases by presuming satisfactory work performance, absent a current performance evaluation. This results in step increases applied on an employee's merit anniversary date. This amendment appropriately place responsibility for timely performance evaluations on management.

### **Grievance Process:**

The grievance procedures apply to non-represented employees. Over time, these procedures were repeatedly amended or otherwise revised, resulting in inconsistencies. In addition, laws, regulations and other authorities have changed. The current grievance process is confusing, antiquated and lacks necessary requirements. The cost to the Municipality can be significant, both in personnel time required for compliance and the risk of adverse outcomes.

The amendments bring the grievance procedures up to date and make them consistent with overall best practices for personnel rules and the changing legal environment. The amendments clarify for both the grievant and the Municipality procedures regarding notice, timelines and lines of authority and responsibility.

**Service Recognition Program (SRP):**

The SRP provides additional compensation to employees for long term municipal employment. Consistent with the policy guidelines and direction for collective bargaining, and contract negotiations provided by the Assembly in AR 2010-86, SRP will not be available for new hires or rehires after July 1, 2011.

**Hours of Work:**

The definition and treatment of "Hours of Work" are confusing and outdated and leave management without the flexibility to effectively manage the workforce. Additionally, the current language does not support alternate work schedules. Management needs the ability to change employee schedules to meet recurring and foreseeable operational needs.

The proposed amendments are consistent with overall best practices for personnel rules, and provide management the scheduling tools necessary to meet operational business needs.

**Leave Donation:**

The current leave donation program provides for donation of cashable annual leave to fellow employees in the most serious cases, such as probable death, lingering or incurable illness, or some truly exceptional emergency as might result from a disaster such as loss of a house and all belongings due to a fire. (Section 3.30.153.) These amendments more clearly define the qualifying events for leave donation consistent with IRS guidelines in order to allow the Municipality to tax the leave recipient rather than the leave donor.

**Injury Leave:**

The MOA is currently supplementing Workers Compensation payments by providing employees with the difference between amounts authorized by Workers Compensation and 80% of the employee's factored rate of pay. This language was incorporated at a time when Workers Compensation was paying employees at a lesser rate. Today, Workers Compensation compensates employees at a rate of 80% of the employee's spendable weekly wage, subject to a maximum weekly compensation rate of \$1,062. This rate is updated annually. The municipal injury leave supplement is not required by law and is an additional personnel expense to the MOA. This benefit has been eliminated from several collective bargaining agreements.

The proposed amendment eliminates supplemental injury leave compensation. The amendment also provides that an employee on light duty who is unable to schedule injury related medical appointments during non-work hours may be

1 released from work for up to two hours per week for one year from the date of the  
2 original injury without loss in compensation.

3  
4 **Non-Occupational Injury - Temporary Alternate Duties:**

5  
6 The Amendments add a section setting forth eligibility for temporary alternate  
7 duties for employees with non-occupational injuries or illness.

8  
9 **Standby Pay:**

10  
11 More and more departments have found it necessary to have employees on call-  
12 out or standby status in order to respond to after hours operational requirements.

13  
14 The proposed amendments amend stand-by pay provisions to provide  
15 compensation for 1-hour weekdays and 2-hours on weekend days/holidays for  
16 employees who are assigned standby duties.

17  
18 **Funeral Leave:**

19  
20 The proposed amendment provides clarification of terms and conditions and  
21 improves flexibility and equity for employees by changing funeral leave to  
22 bereavement leave. This amendment along with the updated definition of  
23 *Immediate Family* will provide bereavement leave for step-parents and step-  
24 siblings, same sex domestic partner, grandparents and grandchildren.

25  
26 **Review by Human Resource Advisory Board.**

27  
28 In compliance with AMC 3.30.015, the proposed amendments have been  
29 reviewed by the Human Resource Advisory Board. In compliance with AMC  
30 3.30.018, the proposed amendments will be provided to the personnel rules  
31 committee for comment.

32  
33 **THE ADMINISTRATION RECOMMENDS APPROVAL OF AN ORDINANCE**  
34 **AMENDING PERSONNEL RULES, ANCHORAGE MUNICIPAL CODE**  
35 **SECTIONS 3.30.005, 3.30.081, 3.30.082, 3.30.100, 3.30.101, 3.30.102,**  
36 **3.30.127, 3.30.129, 3.30.131, 3.30.132, 3.30.133 3.30.135, 3.30.153,**  
37 **3.30.154, 3.30.157, 3.30.1510, AND 3.30.1516.**

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40 Prepared by: Lisa Arnold, Labor Relations Manager  
41 Approved by: Nancy B. Usera, Employee Relations Director  
42 Concur: Dennis A. Wheeler, Municipal Attorney  
43 Concur: George J. Vakalis, Municipal Manager  
44 Respectfully submitted: Daniel A. Sullivan, Mayor



**Content ID:** 010185**Type:** Ordinance - AO

AN ORDINANCE AMENDING PERSONNEL RULES, ANCHORAGE

**Title:** MUNICIPAL CODE SECTIONS 3.30.005, 3.30.081, 3.30.082, 3.30.100, 3.30.101, 3.30.102, 3.30.127, 3.30.129, 3.30.131, 3.30.132, 3.30.133 3.30.135, 3.30.153, 3.30.154, 3.30.157, 3.30.1510, AND 3.30.1516.**Author:** pruittns**Initiating****Dept:** ER**Review****Depts:** Legal**Keywords:** personnel rules 3.30**Date** 5/3/11 4:03 PM**Prepared:****Director** Nancy B Usera**Name:****Assembly** 5/10/11**Meeting Date:****Public****Hearing Date:**

<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	5/6/11 12:34 PM	Exit	Nina Pruitt	Public	010185
MuniManager_SubWorkflow	5/6/11 12:34 PM	Approve	Nina Pruitt	Public	010185
MuniManager_SubWorkflow	5/6/11 12:32 PM	Checkin	Nina Pruitt	Public	010185
Legal_SubWorkflow	5/6/11 10:29 AM	Approve	Deitra Ennis	Public	010185
Finance_SubWorkflow	5/5/11 5:54 PM	Approve	Lucinda Mahoney	Public	010185
OMB_SubWorkflow	5/4/11 4:33 PM	Approve	Cheryl Frasca	Public	010185
ER_SubWorkflow	5/3/11 4:06 PM	Approve	Nancy Usera	Public	010185
AllOrdinanceWorkflow	5/3/11 4:04 PM	Checkin	Sharilyn Mumaw	Public	010185

*Addition —*

CONSENT AGENDA - INTRODUCTION