

AS AMENDED JUNE 28, 2011; ON JUNE 28, 2011: MAYOR SULLIVAN FILED A VETO TO AMENDMENT #10 MOVED BY ASSEMBLY MEMBER GRAY-JACKSON IDENTIFIED AS "Line 9, after '... of 18 hours', add the following: 'while in Alaska, or 4 days for a maximum of 24 hours if travel out of state is required'"; ON JULY 12, 2011: MAYOR SULLIVAN WITHDREW HIS VETO

**ANCHORAGE, ALASKA****AO No. 2011-61(S) As Amended**

**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. A[n] 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 **the** 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 **continuous** 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

1 AN AGENCY HEAD.

2 D. REVIEW OF PERFORMANCE EVALUATION WITH EMPLOYEE. THE  
3 AGENCY HEAD SHALL PREPARE THE PERFORMANCE EVALUATION  
4 REPORT AND DISCUSS IT PRIVATELY WITH THE EMPLOYEE TO WHOM IT  
5 PERTAINS, UNLESS THE EMPLOYEE IS NOT AVAILABLE. IN THAT CASE,  
6 THE AGENCY HEAD SHALL DELIVER A COPY OF THE EVALUATION  
7 REPORT TO THE EMPLOYEE. EMPLOYEES MAY COMMENT ON THE  
8 CONTENT OF THE PERFORMANCE EVALUATION REPORT, SUCH WRITTEN  
9 COMMENTS SHALL BE ATTACHED TO THE REPORT AND BECOME A PART  
10 OF IT.

11 E. DISTRIBUTION OF REPORTS. UPON COMPLETION OF AGENCY REVIEW,  
12 THE AGENCY HEAD SHALL FURNISH THE EMPLOYEE WITH A COPY OF  
13 THE PERFORMANCE EVALUATION REPORT. THE ORIGINAL SHALL BE  
14 FILED WITH THE DIRECTOR.

15 F. GRIEVANCE OR ARBITRATION. THE SUBSTANCE OF A PERFORMANCE  
16 EVALUATION REPORT SHALL NOT BE THE SUBJECT OF A GRIEVANCE OR  
17 ARBITRATION.]

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

20  
21 **Section 3.** Anchorage Municipal Code section 3.30.082 is hereby repealed:

22  
23 3.30.082 Programs to improve efficiency of employees.

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

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

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

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

46  
47 **3.30.100 Definitions.**

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

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

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

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

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

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

1. Upon receipt of the agency head's response **or if the agency head does not respond within fifteen (15) days of the receipt of the written grievance**, the employee shall have seven (7) calendar days to appeal the decision in writing to the mayor. If the employee fails to appeal **[the agency head's decision]** within this time, or such longer time as is mutually agreed to between the parties, such failure to respond shall serve to declare the grievance as settled based upon the agency head's decision.

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

3. Within fifteen (15) calendar days of receipt of a written appeal by the grievant ~~[from the decision of the agency head]~~, the mayor or his designee (the "mayor") shall review the matter and respond in writing to the employee's grievance. The mayor may seek additional clarification of the grievance or request documentation from the grievant, and the time from the date of such request from the mayor until receipt of the information shall not be included in the time calculation for the mayor's decision. If the mayor does not respond within the required time limit, the grievance shall automatically advance to arbitration.

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

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

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

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

### **3.30.102 Arbitration.**

A. Within seven (7) calendar days of an employee's receipt of a timely request for arbitration, the director shall provide the employee with a list of the names of at least three local arbitrators. **To be included on this list, a proposed arbitrator shall be a member in good standing with the Alaska Bar Association, preferably with at least five years of experience in employment law, be a current or retired judge with the Alaska Court System, or be an arbitrator in good standing with a recognized state or national association of arbitrators, such as the American Arbitration Association.** The employee shall have seven (7) calendar days from the receipt of this list to select an arbitrator from the list. Once an arbitrator is appointed, the parties shall confer with the arbitrator and select an acceptable date for the arbitration. Unless otherwise noted by the director, the arbitration shall be held at City Hall.

[IF A TIMELY REQUEST FOR ARBITRATION IS RECEIVED, THE EMPLOYEE AND THE DIRECTOR SHALL EXCHANGE LISTS OF NOT MORE THAN FIVE NAMES OF SUGGESTED ARBITRATORS AND SHALL MEET WITHIN FIVE DAYS TO AGREE ON A MUTUALLY ACCEPTABLE ARBITRATOR. IF NO AGREEMENT CAN BE REACHED WITHIN FIVE DAYS OF SUCH MEETING, THE PARTIES SHALL SELECT AN ARBITRATOR BY THE STRIKING METHOD FROM A PERMANENT LIST OF ARBITRATORS IN THE ANCHORAGE AREA. THIS LIST WILL BE SUPPLIED TO THE PARTIES BY THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR SHALL BE SELECTED WITHIN FIVE DAYS FROM RECEIPT OF THE PERMANENT LIST. ARBITRATION SHALL COMMENCE AS SOON AS POSSIBLE FOLLOWING THE APPOINTMENT OF THE ARBITRATOR.]

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

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

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

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

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

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



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

I. The provisions for grievance, arbitration or pre-disciplinary hearing contained in this section shall not apply to employees who have not successfully completed the probationary period required by rule 7 at the 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. **Service recognition pay shall not be paid to any employee hired on or before January 1, 1981, or hired or rehired on or after July 1, 2011.** Regular employees, except executive employees, hired on or after January 1, 1981 and **hired or rehired prior to July 1, [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.

3. **Service recognition pay shall be implemented as follows: 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.**

[SERVICE RECOGNITION PAY SHALL BE IMPLEMENTED AS FOLLOWS:

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[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. **If the employee is called out twice or more times within four hours of the first call-out, only one minimum guarantee will apply.** [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 work week [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 work week [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.**

**1. Regular working hours of full-time employees shall normally consist of [- 1.] a [A] five (5) consecutive day schedule, eight (8) hours a day, forty (40) hours a week; or [2. A] a four (4) consecutive day schedule, ten (10) hours a day, forty (40) hours a week, unless on an approved alternate shift.**

**2. Part-time working hours shall be determined by the agency head.**

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

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

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

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

a. Medical Emergency. A major illness or other major medical condition of the employee or a family member of the employee that requires a prolonged absence from work, including but not limited to intermittent absences that are related to the same illness or condition. Examples that may qualify include heart attacks, heart conditions requiring heart bypass or valve operations, most cancers, back conditions requiring extensive

1 therapy or surgical procedures, strokes, severe  
2 respiratory conditions, spinal injuries, appendicitis,  
3 pneumonia, emphysema, severe arthritis, severe nervous  
4 disorders, and complications from pregnancy that are life  
5 threatening for the mother or child.

6 b. Death of Family Member. The employee needs an  
7 extended absence from work following the death of a  
8 family member. In this circumstance, donated leave shall  
9 be used within 30 calendar days from the date of the  
10 death.

11 c. Declared Major Disaster. An employee is adversely  
12 affected by a major disaster that has caused such a  
13 severe hardship to the employee or a family member of  
14 the employee that it requires the employee to be absent  
15 from work. In this circumstance, a "major disaster" is an  
16 event declared as such by the President under the  
17 Stafford Act, 42 U.S. C. Sec. 5170. Under this section, a  
18 donating employee may give accrued cashable leave that  
19 the Municipality shall deposit into a designated leave  
20 bank for the benefit of employees adversely affected by  
21 the major disaster. This section does not allow a  
22 donating employee to deposit leave for transfer to a  
23 specific employee recipient.

24  
25 2. General Program Requirements.

26 a. The Employee Relations Department is responsible for  
27 the administration and oversight of the Program.

28 b. Leave donation requests shall be submitted in advance  
29 and require the approval of the Employee Relations  
30 Director. Leave donations shall be processed by pay  
31 period for the following pay period's usage.

32 c. In order to receive donated leave, the employee  
33 recipient:

34 i. Shall have exhausted all available personal leave  
35 balances; and

36 ii. Be on approved leave.

37 iii. Per section D.2.b., the recipient employee is  
38 encouraged to initiate the leave donation process  
39 prior to leave exhaustion.

40 d. An employee is not allowed to convert donated leave to  
41 cash in lieu of using the donated leave.

42 e. Unused leave donations shall be returned to the  
43 employee donor.

44  
45 3. Definitions. For the purpose of this section only:

46 a. Family member means an employee's parent, child,  
47 spouse, domestic partner, sister or brother.

48 b. Parent means a biological or adoptive parent, a parent-  
49 in-law, or a stepparent.

50 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 upon the factored hourly rate at the time of termination.

- [2. UPON TERMINATION FOR ANY REASON, EMPLOYEES WHO HAVE ACCRUED PAID TIME OFF (PTO) ANNUAL LEAVE SHALL BE ENTITLED TO PAYMENT FOR SUCH UNUSED PAID TIME OFF (PTO) ANNUAL LEAVE BALANCE. SUCH PAYMENT SHALL BE MADE AT THE RATE OF 50 PERCENT OF THE THEN CURRENT VALUE OF THE EMPLOYEE'S PAID TIME OFF (PTO) ANNUAL LEAVE BALANCE BASED UPON THE FACTORED HOURLY RATE AT THE TIME OF TERMINATION.]

(AO No. 79-195; AO No. 86-207(S-1); AO No. 91-95; AO No. 94-229(S), § 2, 12-13-94; AO No. 96-70, § 5, 5-7-96; AO No. 2000-166(S), § 1, 12-18-00; AO No. 2001-170, § 5, 10-30-01; AO No. 2002-04, § 2, 1-29-02)

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

**3.30.154 Regular use of annual leave.**

\*\*\*      \*\*\*      \*\*\*

- B. At least 80 hours of leave shall be taken each year by the end of the last pay period of the year, with the exception that this limitation shall not apply to new employees until the last pay period of the second December 31 following their date of hire. Except for the initial year of employment, employees who fail to take 80 hours of cashable annual leave or [,] non-cashable annual leave[, OR PAID TIME OFF (PTO) ANNUAL LEAVE] each year pursuant to this paragraph shall forfeit those hours as if they had been taken, and the difference between the amount actually

taken and 80 hours shall be subtracted from the employee's cashable annual leave [OR PAID TIME OFF (PTO) ANNUAL LEAVE] balance at the end of the year. For part-time employees, the minimum annual leave usage shall be prorated based on the percent of full-time for which their position is hired [BUDGETED]. It is the responsibility of the agency head to ensure that work is conducted and leaves scheduled so that employees shall have opportunity to use their leave at a time that most nearly meets their desires.

\*\*\*      \*\*\*      \*\*\*

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

(AO No. 79-195; AO No. 86-207(S-1); AO No. 94-117, § 29, 7-26-94; AO No. 94-229(S), § 3, 12-13-94; AO No. 96-70, § 6, 5-7-96; AO No. 2000-166(S), § 1, 12-18-00; AO No. 2001-170, § 6, 10-30-01; AO No. 2002-04, § 3, 1-29-02)

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



1 EMPLOYEE MAY REQUEST ANNUAL LEAVE, SICK LEAVE, FAMILY LEAVE OR  
2 MEDICAL LEAVE WITHOUT PAY DURING SUCH PERIODS.

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

- 9  
10 B. Period of Eligibility. All injury leave, including light duty, expires one (1)  
11 calendar year from the date of the original injury. If an employee is  
12 unable to perform the duties of the employee's job classification with or  
13 without a "reasonable accommodation" for a qualifying disability under  
14 the Americans With Disabilities Act (ADA) within one (1) calendar year  
15 after the date of the original injury, the Director may terminate the  
16 employee. An employee shall not be eligible for injury leave or any  
17 light duty for any recurrences or exacerbation(s) of the original injury  
18 after the one (1) calendar year has elapsed, unless part of a  
19 "reasonable accommodation" for a qualifying disability as defined by  
20 the ADA.

21  
22 [SUPPLEMENTAL PAY. WHILE AN EMPLOYEE IS ON INJURY LEAVE, HEALTH AND  
23 LIFE INSURANCE COVERAGE SHALL BE CONTINUED IN THE MANNER  
24 PRESCRIBED BY THE DIRECTOR. THE PROVISIONS OF AS 23.30.150 REQUIRE  
25 A THREE-CALENDAR-DAY WAITING PERIOD BEFORE WORKER'S COMPENSATION  
26 BENEFITS ARE PAYABLE. DURING THIS PERIOD, AN EMPLOYEE SHALL DRAW  
27 DOWN FROM HIS LEAVE BANKS FOR THE HOURS SCHEDULED BUT NOT WORKED  
28 AS A RESULT OF THE OCCUPATIONAL ILLNESS OR INJURY. IF THE  
29 OCCUPATIONAL ILLNESS OR INJURY ABSENCE EXCEEDS 28 CALENDAR DAYS,  
30 THE EMPLOYEE SHALL BE MADE WHOLE FOR THE FIRST THREE DAYS OF THE  
31 OCCUPATIONAL ILLNESS OR INJURY. THE MUNICIPALITY SHALL SUPPLEMENT  
32 WORKER'S COMPENSATION PAYMENTS TO THE EXTENT THAT THE INJURED  
33 EMPLOYEE RECEIVES NO MORE THAN 80 PERCENT OF THE CURRENT BASE PAY  
34 WITH LONGEVITY FOR NO MORE THAN ONE YEAR FROM THE DATE OF THE  
35 ORIGINAL INJURY. PAYMENTS BEING MADE BY THE MUNICIPALITY FOR  
36 ALTERNATE WORK PERFORMED BY THE EMPLOYEE SHALL BE COUNTED IN  
37 DETERMINING WHETHER THE EMPLOYEE IS RECEIVING 80 PERCENT OF  
38 CURRENT BASE PAY WITH LONGEVITY.]

- 39  
40 C. Light Duty. An employee on injury leave who is unable to fully perform  
41 the duties of the employee's job classification may be required to  
42 perform modified or alternate duties if available and at the discretion of  
43 the Agency Head. The employee shall be capable and qualified to  
44 perform the assigned work. The employee shall be compensated at the  
45 employee's factored rate of pay. Employees may be assigned to work  
46 light duty in other departments of the Municipality.

47  
48 [TERMINATION DATE. THE MUNICIPALITY'S RESPONSIBILITIES UNDER THIS  
49 SECTION SHALL TERMINATE UPON THE OCCURRENCE OF ANY OF THE  
50 FOLLOWING:

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

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

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

1. THE EMPLOYEE SHALL MAKE A COMPLETE REPORT OF THE INJURY TO 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.]

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

4  
5        (AO No. 79-195; AO No. 86-207(S-1); AO No. 94-117, § 30, 7-26-94; Ord. No. 2003-  
6        41, § 1, 1-1-03)

7  
8        **Section 16.** Anchorage Municipal Code section 3.30.1510 is hereby amended to  
9        read as follows:

10        3.30.1510 Bereavement [FUNERAL] leave.

11        A.    A [EACH] regular, full-time employee shall be granted [ELIGIBLE FOR]  
12        three consecutive working days of paid bereavement leave for a  
13        deceased immediate family member while in Alaska, or four  
14        consecutive working days if travel out of state is required [FOR  
15        EACH FUNERAL OF A MEMBER OF HIS IMMEDIATE FAMILY ATTENDED]. Such  
16        leave shall not be deducted from the employee's leave account.

17        B.    Bereavement leave for regular part time employees shall be prorated  
18        based upon the employee's full time equivalency (e.g., a .75 FTE  
19        employee receives 3 days for a maximum of 18 hours) while in  
20        Alaska, or 4 days for a maximum of 24 hours if out of state travel  
21        is required.

22  
23  
24  
25        (AO No. 79-195; AO No. 86-207(S-1); AO No. 94-117, § 31, 7-26-94)

26  
27        **Section 17.** Anchorage Municipal Code chapter 3.30 is hereby amended to add a  
28        new section 3.30.1516 to read as follows:

29  
30        **3.30.1516    Non-occupational Injury – Temporary Alternate Duties**

31  
32        A.    Eligibility. A regular employee, who has a non-occupational injury and  
33        who is unable to fully perform the duties of the employee's job  
34        classification may be required to perform modified or alternate duties if  
35        available and at the discretion of the Agency Head.

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

42  
43        B.    Period of Eligibility. Temporary alternate work duties shall not exceed  
44        one (1) year from the date of the original injury.

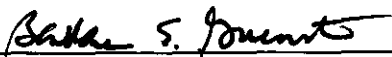
- 45  
46        1.    If an employee is unable to perform the duties of the employee's  
47        job classification with or without a "reasonable accommodation"  
48        for a qualifying disability under the Americans with Disabilities  
49        Act (ADA) within one (1) calendar year after the original injury,  
50        the Director may terminate the employee.  
51

1 **Section 18.** This ordinance shall be effective on **July 4** ~~July 1~~, 2011.

2  
3 PASSED AND APPROVED by the Anchorage Assembly this 12<sup>th</sup> day of  
4 July, 2011  
5  
6

7   
8 Chair of the Assembly  
9

10 ATTEST:

11  
12  
13   
14 Municipal Clerk  
15

**Ennis, Deitra L.**

---

## **MAYORAL VETO**

I veto that portion of amendment 10 to AO 2011-61(S) moved by assembly member Ms. Gray-Jackson identified as "Line 9, after '...of 18 hours', add the following: 'while in Alaska, or 4 days for a maximum of 24 hours if travel out of state is required.'"

I veto the motion because I do not support extending a disproportionate benefit to part-time employees.

*Dan Sullivan, Mayor*  
6-28-11

# MUNICIPALITY OF ANCHORAGE



Office of the Mayor

Phone: 907-343-7100

FAX: 907-343-7180

*Mayor Dan Sullivan*

## MEMORANDUM

Date: July 12, 2011

To: Barbara Gruenstein, Municipal Clerk

From: Dan Sullivan, Mayor

A handwritten signature in cursive script that reads "Dan Sullivan".

Re: Veto of Amendment to AO 2011-61(S)

On June 28, 2011, I vetoed an amendment passed by the Assembly. The veto deleted the amendment to page 19, line 9, after "of 18 hours," which added the following: "While in Alaska, or 4 days for a maximum of 24 hours if travel out of state is required."

After further consultation with Employee Relations and the Municipal Attorney's Office, I have determined that the veto is not necessary to carry out the intent of the administration's original proposal to grant bereavement leave to part time employees on a prorated basis.

I withdraw the veto.