



Anchorage  
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Association

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February 3, 2009

Dear Ms. Arnold:

A question has arisen concerning the sick leave section in the APDEA's contract. Article X, Section 2 of the APDEA's contract has what is known as a sick leave "elimination" period, where an employee must use vacation leave instead of sick leave until the third day of any illness or injury, and until the fifth day of an illness or injury in the employee's immediate family. This elimination period provides a financial benefit to the Municipality in that the employee is using cashable vacation time instead of sick leave, and also provides an incentive for employees to minimize the use of sick leave.

Section 6 of the sick leave article in the APDEA's contract allows the use of sick leave for serious health conditions covered by the Family & Medical Leave Act. The way Section 6 is written, the "elimination" period in Section 2 would not apply to FMLA leave, and would allow first-day use of sick leave for FMLA-qualifying conditions.

It was not the APDEA's intent in bargaining to produce this result. When we amended the sick leave article in the recently-concluded negotiations, it was with the understanding that the "elimination" period would apply to any use of sick leave, whether covered by the FMLA or not. The way Section 6 is written does not capture the essence of the bargain we reached with the Municipality.

Though standing on the strict wording of Section 6 would give APDEA members a benefit certainly worth hundreds of thousands of dollars over the term of the contract, I am writing to tell you that the APDEA does not intend to enforce the strict wording of Section 6. We know that we bargained to have the elimination period apply to all uses of sick leave, and we intend to live by the terms of that bargain. From our perspective, the integrity of the bargaining process is paramount, and it is irrelevant that we might achieve short-term gains by insisting on the strict performance of Section 6.

I am happy to confirm this position through a memorandum of understanding should the Municipality so desire.

Respectfully,

Derek Hsieh  
President