

LABOR CONTRACT AGREEMENT

Between

**International Association of
Firefighters Local 1264**

And

Municipality of Anchorage



January 1, 2009 to December 31, 2013

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DEFINITIONS

Actor An employee who serves in the capacity of another rank or position and is on a current promotional list. Other employees who are not on a current promotional list may occasionally serve in an acting capacity if (1) they were demoted for non-disciplinary reasons from the rank in which he or she will be acting; (2) they were previously certified in the AFD certification program and have not since failed a promotional exam for the rank to be acted in; or (3) they were on a previous promotional list for the rank to be acted in and have not since failed another promotional exam; however these employees do not meet the definition of Actor for the purposes of this agreement.

Advanced Life Support Paramedic level functional provision of advanced airway management including intubations, advanced cardiac monitoring, manual defibrillation, establishment and maintenance of intravenous access, and drug therapy.

Apparatus A fire department emergency vehicle used for rescue, fire suppression, or other specialized functions.

Automatic Aid A plan developed between two or more fire departments for immediate joint response on first alarms.

Auxiliary A Firefighter assigned to volunteer fire and rescue services and paid for response and training time but for the purposes of recognition is not considered an employee.

Basic Life Support Functional provision of patient assessment, including basic airway management; oxygen therapy; stabilization of spinal, musculo-skeletal, soft tissue, and shock injuries; stabilization of bleeding; and stabilization and intervention for sudden illness, poisoning and heat/cold injuries, childbirth, CPR, and automatic external defibrillator (AED) capability.

BLS Unit A transport capable ambulance equipped and staffed to provide Basic Life Support activities.

Catastrophic Disaster Includes, but is not limited to, urban conflagrations, floods, earthquakes, volcanic events, civil disorders, enemy attack, and long term major infrastructure failures.

Call Back Overtime for shift work only, subject to call back rules. Call back does not include other types of overtime, i.e. training, meetings, holdovers, and special projects.

Certification Documentation indicating demonstrated competence in a particular field, discipline, or specialization.

Company Officer A supervisor of a crew/company of personnel (Captain, Senior Captain).

Cross Staffing The condition in which an employee is required to operate or in any way be responsible for responding with an apparatus other than the primary unit to which he or she is assigned.

Desired Minimum Staffing The number of pre-established assignments determined by the DC of Operations that generally results in four-person Fire Companies, and is not the same as minimum staffing.

Fact Finding With respect to investigations into possible rules violations, misconduct, or other wrong doing, is the initial determination of facts leading to the formulation of an allegation. Informal Investigation.

Fire Company A group of employees: (1) Under the direct supervision of an officer; (2) Trained and equipped to perform assigned tasks; (3) Usually organized and identified as engine companies, ladder companies, rescue companies, squad companies, or multi-functional companies; (4) Operating with one piece of fire apparatus (engine, ladder truck, elevating platform, quint, rescue, squad, ambulance) except where multiple apparatus are assigned that are dispatched and arrive together, continuously operate together, and are managed by a single company officer; (5) Arriving at the incident scene on fire apparatus.

Firefighter A person of any rank trained and equipped to perform firefighting activities.

Full Activation With respect to disaster staffing, is the temporary emergency change to a 12 on – 12 off or similar schedule.

Hazardous Materials Apparatus A fire Apparatus designed and equipped for responding to and managing emergency incidents involving hazardous materials.

Illness A condition of sickness or injury.

Investigation, formal The process, beyond the Informal Investigation/Fact Finding, to determine the extent and/or validity of an allegation of a rule violation, misconduct, or other wrong doing.

Investigation, informal The initial determination of facts leading to the formulation of an allegation of a rule violation, misconduct, or other wrong doing.

Light Duty Employees who have had an on-the-job injury or on-the-job exposure to a contagious disease who are on worker's comp, and who have been released to work with restrictions by a doctor are temporarily placed on a 40 hour work schedule or with the approval of the Fire Chief the employee may work a 56-hour schedule.

Mobile Intensive Care Unit A transport capable ambulance equipped and staffed to provide Advanced Life Support activities.

Mutual Aid Reciprocal assistance by emergency services under a prearranged plan.

Operational Need Any staffing or operational concern that affects the effective and efficient operation of the fire department.

Paramedic A licensed Mobile Intensive Care Paramedic, of any rank, certified by the Anchorage Medical Director to independently perform Advanced Life Support activities in the Municipality of Anchorage.

Preceptor A Company Officer, Paramedic, Dispatcher or other employee directly overseeing the initial on-the-job training, internship, and/or probationary period of another employee.

Shall Indicates a mandatory requirement.

Sick Leave Paid absence from work allowed an employee to provide an economic cushion to be used in the event of illness or absence for some medical reason or temporary personal hardship. Sick leave does not accrue separately, like annual leave, on a regular basis; it accumulates through conversion of excess hours of annual leave into sick leave.

Standby (1) A condition in which an employee is expected to remain immediately available for work after regularly scheduled hours, on scheduled days off, or on holidays.

Standby (2) With respect to wild fire deployments, a condition involving offline requirements to remain in a designated area or maintain a designated level of response preparedness during off shift periods.

Supervisor One who has supervisory authority and responsibility over other employees.

Tape With respect to electronic recording devices, includes all types of electronic media.

Temporary (hire) Employees of short-duration (six months or less) for clerical, training, instruction, processing, programming, or similar work.

Temporary Duty Assignment (TDA) Employees who are assigned to work special projects/assignments and are placed on a 40 hour work week.

Temporary Shift Accommodation (TSA) Employees who have had an off-the-job injury, off-the-job exposure to contagious disease, or illness who are unable to work without restrictions as defined by a doctor and who are temporarily placed on a 40 hour work schedule or with the approval of the Fire Chief may work a 56 hour schedule.

Temporary Duty (TDY) Employees who are temporarily reassigned for a specific number of hours or days without a change in their shift. This does not include daily staffing changes.

Tender A fire Apparatus designed primarily for transporting (pickup, transporting, and delivering) water or other fire suppression agent to fire emergency scenes to be applied by other vehicles or pumping equipment.

Type 1 Engine A fire Apparatus designed primarily for structural firefighting and equipped for wild land firefighting with a tank capacity of 400 gallons or more, capable of pumping at least 1000 gpm at 150 psi, and with crew seating for at least four.

Type 3 Engine A fire Apparatus designed and equipped for structural and wildfire firefighting with a tank capacity of 300 gallons or more, capable of pumping at least 150 gpm at 250 psi, and with crew seating for at least four.

Type 6 Engine A fire Apparatus designed and equipped for wildfire firefighting with a tank capacity of 150 gallons or more, capable of pumping at least 30 gpm at 100 psi, and with crew seating for at least two.

Volunteer (1) A non-career Firefighter or a paid Fire Chief of a fire department staffed by Volunteers who, although may be paid for response and training time, performs firefighting or rescue services of his own free will.

Volunteer (2) To commit without compulsion or expectation to non-mandatory training or other special activities.

ARTICLE 1

PREAMBLE

- 1.1 This Agreement entered into by the Municipality of Anchorage, hereinafter referred to as the "Municipality" and the Anchorage Fire Fighters Union Local 1264, International Association of Fire Fighters, American Federation of Labor, Congress of Industrial Organizations, Canadian Labor Congress, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Municipality and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE 2 RECOGNITION

2.1 The Municipality recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for employees in those classifications in the Fire Department listed in this agreement. The Union owns all fire, rescue, EMS and prevention type work in the Anchorage Fire Service Area. No other department or agency may perform Union work in the Anchorage Fire Service Area except as follows:

- A. In areas of overlapping jurisdictions (Upper Cook Inlet, Chugach State Park, etc.) other State, Federal, and Volunteer agencies (Alaska State Troopers, US Coast Guard, ANG 210th Rescue Squadron, Alaska Mountain Rescue Group, etc.) may respond in accordance with their jurisdictional responsibilities, by mutual aid, or upon special request.
- B. In accordance with established mutual aid agreements.
- C. Private Ambulance Services are allowed to operate solely for the provision of scheduled inter-facility (i.e. hospital, clinics, home, airport) patient transfers. Private Ambulance Services will not be assigned or allowed to do any kind of emergency work now being done by the Union.

In the event that private ambulance companies discontinue providing patient transfers, the union will own this work.
- D. In the event of any disaster or disaster declaration.
- E. Under the umbrella of Area-wide EMS, Area-Wide EMS units (Chugiak Volunteer Fire Department, Girdwood Fire Department, and South Fork Auxiliary) may respond incidentally to EMS calls in the Municipality of Anchorage. Likewise, Anchorage Fire Department EMS units shall respond as necessary to EMS calls anywhere in the Municipality.
- F. South Fork Auxiliaries may continue to exist and operate within their present response area. In the event that the South Fork Auxiliaries are unable to deliver expected levels of service, Union employees will assume responsibility for fire and rescue services.
- G. The Anchorage International Airport Department of Public Safety, Fort Richardson/Elmendorf Fire Department, and Kulis Air National Guard may continue to operate in their respective present response areas.

2.1.1 Recognition of the Union as bargaining agent applies to those employees in those classifications within the Anchorage Fire Service Area performing substantially the same functions and with substantially the same responsibility, regardless of title, but does not restrict management's prerogative to

abolish positions. The Municipality agrees that it will not enter into contracts to perform fire and rescue services outside of the Anchorage Fire Service Area with departments or agencies other than Girdwood Fire Department and Chugiak Volunteer Fire Department. Anchorage Fire Department employees shall train and work with volunteers and auxiliaries as required. Employees, as used in this article, do not include South Fork Auxiliaries, but does apply to any addition to or expansion of bargaining unit work throughout the Municipality of Anchorage.

2.1.2 Subject to paragraph 2.1.4 below, bargaining unit work shall not be assigned to nor performed by Anchorage Fire Service Area non-represented personnel. However, this section shall not prevent such Anchorage Fire Service Area non-represented personnel from assisting in emergencies, nor in performing incidental clerical work during non-routine absence of represented personnel, but it does prohibit all use of such personnel to avoid call-ins or overtime.

2.1.3 The Municipality also agrees that it will not lay off any employees who have completed their probationary periods and have regular employee status by contracting or subcontracting out bargaining unit work to persons not covered by this agreement.

2.1.4 The Municipality reserves the right to contract with or hire temporary non-bargaining unit persons to provide training and instruction, computer data processing/programming, clerical assistance, or other project or seasonal work on a short term basis, not to exceed six (6) months. The Municipality shall not contract or hire temporary line operations, inspector, investigator, mechanic, or dispatch positions.

A. Temporary employees shall be paid the hourly wage rate for the classification in which they are working. Temporary employees are entitled to overtime. Temporary employees are specifically excluded from participation in all other provisions of this agreement.

B. Temporary employees are not IAFF members and are not entitled to representation.

2.2 Whenever new job classifications or new types of equipment are introduced which materially or significantly change or modify operations, the Municipality agrees to negotiate with the Union over wages, hours and terms and conditions of employment prior to the institution or implementation of the new job classification or equipment. In the event that negotiations cannot be finalized to the satisfaction of both parties with respect to wages, the issue shall be submitted to the Classification Services section of the Municipality for its determination. Rates agreed upon or awarded shall be effective as of the date the job classification becomes effective. In the event that negotiations between the parties regarding wages, hours and/or working conditions are not resolved to the satisfaction of

either party or either party does not accept the determination of the Classification Services section of the Municipality, the dispute shall be submitted to arbitration in accordance with Article seven (7).

- 2.3 The Municipality and the Union recognize that under this Agreement and in personnel matters not covered in this contract, the Municipal Personnel Rules, as amended and effective on March 1, 2004, shall apply. The Personnel Rules applicable to this bargaining unit shall not be changed for the duration of this Agreement.
- 2.4 Except where otherwise specifically defined, "business days" in this Agreement shall be defined as Monday through Friday, excluding those holidays referenced in Article 13.1 of this Agreement.
- 2.5 The positions of Battalion Chief and Fire Communications Officer are supervisory and exempt from collective bargaining, and Municipal Code § 3.70.190 shall be changed accordingly. When the positions become vacant they will be reclassified to non-represented Battalion Chiefs. Employees promoted or hired into those positions will not be bargaining unit members and will not be represented by IAFF Local 1264. However, persons currently holding those positions are "grandfathered," and may, at their discretion, elect to remain bargaining unit members. It is understood that the Municipality may offer inducements to grandfathered individuals for the purpose of encouraging them to opt out of the bargaining unit. Neither the offering of such inducements nor the failure to offer such inducements shall be deemed an unfair labor practice or a violation of this Agreement.
 - 2.5.1 The Municipality and the Union recognize that issues regarding bargaining unit work have arisen as a result of the Agreement to exclude Battalion Chiefs and Fire Communications Officer from collective bargaining while allowing existing employees in these job classes to remain "grandfathered" until such time as they choose to opt out of the Union. The Municipality recognizes that all current specialty team work is bargaining unit work and shall not be assigned to non-union employees.
- 2.6 The Municipality may enter into Fire Department Employee exchange programs in an effort to better understand and appreciate similar experiences and challenges other communities face.
 - 2.6.1 Firefighters (i.e. Firefighters, Engineers, Captains, Senior Captains) participating in the Firefighter Exchange Program from other professional Fire Departments will be allowed to work in place of an AFD Firefighter as part of a reciprocal agreement between both Fire Departments.
 - 2.6.2 Exchange Firefighters (i.e. Firefighters, Engineers, Captains, Senior Captains) who demonstrate job competency and safety to the Company Officer and Battalion Chief may be included in minimum staffing when the exchange program is at least thirty (30) days in length.

2.6.3 Dispatch and 40-hour employees participating in the Fire Department Employee Exchange Program from other Departments will be allowed to work in place of an AFD employee as part of a reciprocal agreement between both Fire Departments.

ARTICLE 3 **MANAGEMENT RIGHTS**

- 3.1 The Municipality shall retain the right to issue rules and regulations governing the internal conduct and administration of the Fire Department. Any right or authority not specifically granted to the Union by this Agreement is vested in the management. This includes, but is not limited to, the selection, promotion, demotion, and discipline of employees.

ARTICLE 4 UNION SECURITY

- 4.1 All employees covered by this Agreement shall as a condition of employment become members in good standing of the Union within thirty (30) days of hire, and remain members in good standing or pay the Union a representation fee equal to the dues and assessments paid by members. Employees who fail to comply with this requirement shall be discharged by the Municipality within five business days after receipt of written notice to the Municipality from the Union. Good standing, for the purpose of this Article, shall mean payment of initiation fees, dues, assessments, and fines as prescribed by the Union.
- 4.2 In case a dispute arises as to whether or not an employee failed to maintain his Union membership in good standing, the Union agrees to save harmless from and indemnify the Municipality for any liability that may arise from any acts of the Municipality which result from its reliance on a representation of facts by the Union including court costs and attorneys' fees incurred by the Municipality.

ARTICLE 5 CHECK-OFF

- 5.1 Upon written notification by the employee, the Municipality agrees to deduct monthly the dues, assessments, or representation fees of employees covered by this Agreement. The amounts of dues, representation fees, and assessments shall be determined by the Union. In the event of a dispute concerning the amount of dues, representation fees, and assessments scheduled, collected and sent to the Union, the Union shall hold harmless and indemnify the Municipality for any liability arising from the Union's determination of the amount of dues, representation fees, and/or assessments owed by any employee.
- 5.2 The Municipality agrees to deduct, upon written authorization by the employee, or appropriate state agency, non-municipal supplemental insurance premiums, child support payment orders, or student loan garnishments via payroll deduction. The employee will be charged an Administrative Fee not to exceed \$5.00 for each deduction per pay period.
- 5.2.1 It is hereby agreed that employees who designate their consent on forms to be prepared by the parties will be allowed to authorize deductions from their wages for contribution into the Union's Political Action Committee (PAC), the IAFF Political Action Committee (FIREPAC), the IAFF Local 1264 Benevolent Fund, the IAFF Local 1264 Charity Fund, the Alaska State Professional Fire Fighters PAC Fund (AKPFFA PAC Fund) and/or any other fund that the union designates with reasonable payroll notification. All such contributions may be revoked or changed at any reasonable time by the employee. There shall be no administrative fees associated with these deductions.
- 5.3 When authorized, deductions from the pay of employees for the bi-weekly pay period shall be remitted for dues and insurance for the month immediately following. It is agreed that, for the purpose of this Article, deductions shall be made from the second payroll check of each month.
- 5.4 All funds collected by the Municipality on behalf of the Union shall be paid to the Union once each month within ten (10) business days of collection by checks made payable to Anchorage Fire Fighters Union, IAFF Local 1264.

ARTICLE 6
SUCCESSORS AND ASSIGNS

- 6.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term, or obligation herein contained shall be affected, modified, altered, or changed in any respect whatsoever by any kind of change in ownership, management or governing entity of either party hereto, or by any change, geographical or otherwise, in the location of business of either party hereto.
- 6.2 The parties understand questions about the application and interpretation of this contract will inevitably arise during the term of the contract. When such occasions arise, it is understood and agreed the Municipality and the Executive Board of the Union may enter into letters of agreement in order to establish, clarify and implement understandings with respect to the issues that arise during the course of this contract. It is understood and intended that letters of agreement may affect the contract's application with respect to the rights and responsibilities of the parties to this contract and the employees covered by this contract.

ARTICLE 7 GRIEVANCE PROCEDURE AND BILL OF RIGHTS

7.1 For the purpose of this Agreement, a grievance shall be defined as a claim by the Union or the Municipality, alleging a violation of this Agreement or of the Personnel Rules incorporated herein by reference.

7.1.1 Failure of either party to meet any time limits defined in this Article shall result in the resolution of the grievance in favor of the other party, but without precedent. However, nothing in the Article shall prohibit the parties from extending or otherwise modifying the time limits for a particular grievance by mutual agreement.

7.2 The grievance procedure shall be as follows:

7.2.1 Step One. All grievances must be presented to the Chief or his designee in writing within twenty (20) business days of the date the event giving rise to the grievance occurred, or was discovered. All grievances filed by the Municipality will be submitted to the Union President or designee in writing within twenty (20) business days of the date the event giving rise to the grievance occurred or was discovered. The grievance shall set forth the contract Article(s) and/or section(s) of the Agreement and/or Personnel Rule(s) alleged to have been violated and the remedy sought. This shall mean the grievance clock begins AFTER an action takes place, or a D.A.R. is issued. The mere notification that an action is contemplated or set for execution does not begin the grievance time frames. The Chief or designee must respond, in writing, to the Union within twenty (20) business days of his receipt of the grievance. Similarly, the Union President or designee must respond, in writing, to the Municipality within twenty (20) business days of receipt of the grievance.

If the Union's grievance cannot be resolved within the time frames given here, the grievance may proceed to Step Two. In the case of a Municipal grievance filed against the Union, such an action may proceed directly to arbitration as provided for below.

7.2.2 Step Two. In the event the Chief's response is unsatisfactory to the Union, the grievance may, at the option of the Union, be appealed to the Employee Relations Director or designee within ten (10) business days of receipt. The grievance shall set forth the contract Article(s) and/or Section(s) of the Agreement and/or Personnel Rules alleged to have been violated and the remedy sought. The Employee Relations Director or designee shall respond in writing within ten (10) business days of the receipt of the appeal.

7.2.3 Step Three. If the Employee Relations Director or designee's response is unsatisfactory to the Union, it may, at the option of the Union, be submitted

to an arbitrator. If the Union's response is unsatisfactory to the Municipality, it may, at the option of the Municipality, be submitted to an arbitrator.

The Union must request arbitration in writing within ten (10) business days of receipt of the Employee Relations Director's response, and vice versa. The request for arbitration will be submitted to Employee Relations, and must specify the article of the contract and/or section of the Personnel Rule(s) alleged to have been violated.

- 7.2.4 If the Union does not request arbitration in writing within the time limits specified in 7.2.3, and if the case involves the termination of a non-probationary employee, the terminated employee shall have an additional ten (10) business days beyond the ten (10) business days specified in 7.2.3 within which to submit a written request to both the Employee Relations Director and to the Union for arbitration. For purposes of section 7.2.4 only, the arbitrator's costs shall be borne equally between the Municipality and the Union.

7.3 Arbitration

- 7.3.1 If the parties are unable to agree on an arbitrator within five (5) business days after the request for arbitration, then they will select an arbitrator by the alternate striking method from a list of seven (7) Federal Mediation and Conciliation Service (FMCS) arbitrators within ten (10) business days after the request for arbitration. First strike shall be determined by a toss of the coin. As an alternative to an FMCS list, the parties may elect to request a list from the American Arbitration Association and select an arbitrator from that list as above.

- 7.3.2 Arbitration shall commence on a date chosen by the arbitrator and agreed to by the parties, but in no case later than thirty (30) business days after selection of the arbitrator unless otherwise mutually agreed to. Should the selected arbitrator be unavailable within the thirty (30) business day period, the parties shall, unless otherwise mutually agreed, select another arbitrator using the method set forth in Section 7.3.1 of this Agreement. The arbitrator shall hear and decide all procedural arbitrability questions.

The arbitrator shall render his decision on the merits, and on any reserved arbitrability questions, within twenty (20) business days of the close of the hearing (unless otherwise agreed to by the parties), except where expedited arbitration has been agreed to by the parties under 7.6.

- 7.4 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall not have the authority or jurisdiction to modify, add to, subtract from, or amend this Agreement in any way, and shall only rule on the issues presented in the grievance. As part of the arbitration award, the arbitrator should indicate which

party is the losing party. The losing party shall pay all of the expenses and fees of the arbitrator.

7.4.1 In the event the prevailing party must seek enforcement in court of the arbitrator's decision, the expenses of such efforts shall be borne by the losing party.

7.5 Nothing in this Article shall prevent the parties from settling grievances by mutual consent at any time.

7.6 By mutual consent of the parties, the process of expedited arbitration may be used. Expedited arbitration is where the parties, and the selected arbitrator, agree in advance that the hearing will be held within fifteen (15) business days of his selection, that his decision will be rendered within ten (10) business days after the close of the hearing, and that there will be no post-hearing briefs filed.

7.7 Individual rights of employees in the Anchorage Fire Department shall not be violated. To insure this, the following shall represent the Employees' Bill of Rights:

7.7.1 An employee shall be entitled to representation by the Union or its designee in any Disciplinary Action or Grievance as set forth in this Agreement. Disciplinary action as used in this section is defined as oral reprimand, written reprimand, suspension without pay, discharge or disciplinary transfer or demotion.

7.7.2 An employee shall not suffer any adverse effects as a result of the exercise of his rights under this Agreement.

7.7.3 When an employee is under formal investigation by the Municipality which could lead to a disciplinary action, beyond the informal investigation and/or the initial determination of facts, the interview shall be conducted under the conditions listed in this Article. An employee is not entitled to the rights set forth in this paragraph (7.7.3) of this Agreement if they are merely a witness and/or is not the subject of any investigation. The rights herein shall apply immediately should a witness become a subject of investigation. No employee shall suffer a reduction in pay or benefits prior to imposition of discipline.

7.7.4 The following provisions shall apply to such interviews:

A. Interviews shall be conducted at a reasonable hour and not exceed a reasonable length of time, preferably during the time an employee is on duty.

B. An employee shall be compensated as required in Article 11 of this Agreement if the interview occurs during off duty time.

- C. An employee under formal investigation shall be informed by the Municipality in writing of the nature of the investigation and provided a copy of the alleged violation(s) within two (2) business days for 40-hour employees and five (5) calendar days for Kelly Schedule and Dispatch employees from the date the Audit/Investigation is initiated. Except in those instances in which the Fire Chief reasonably determines that the identity of the complainant should remain confidential to safeguard the interests of the Municipality or complainant, or where the identity of the complainant is unknown, employees will be advised of the name(s) of the person(s) alleging the violation. The Union shall be informed in writing of any formal investigation, beyond the initial determination of facts, initiated by the Municipality concerning an employee which may lead to disciplinary action.
 - D. An employee being interviewed shall be informed that failure to answer questions directly related to the investigation can result in disciplinary action, which may include discharge.
 - E. The interview may be recorded, and if it is, the employee shall have access to the tape. The employee that is being interviewed shall also have the right to bring their own recording device and record any and all aspects of the interview and, if they do, the employee shall provide access to the tape to the Municipality. No recording device shall be used by any party unless the Union and the Municipality are made aware of the fact prior to such interview. Employee shall be entitled to a transcribed copy of any notes made by a stenographer, so long as the union or employee pays the costs of transcription and/or copying.
 - F. The Executive Board will be notified in writing of the final outcome.
- 7.7.5 Subject to the Municipality's rights to attorney-client communications or attorney work product, the Union or its designee shall have the right to examine all records pertaining to the employees for matters covered by this Article and this Agreement on proper notification in advance to the Municipality, with the written consent of the employee affected. The Municipality shall make available original or copies of the original records for examination by the Union or its designee upon reasonable notice from the Union or its designee.
- 7.7.6 Before any adverse comment, including counseling letters, can be put into an employee's personnel file, or any other Fire Department file maintained on the employee, the employee must be made aware of the comment by having read any documentation containing the adverse comment and signing such documentation. The employee has the right to refuse to sign the comment after reading it, and the fact the employee refused to sign the comment shall be noted in the document. The employee may file a written response to the adverse comment and have it entered into their personnel

file. The Municipality must attach the employee's written response to the comment entered into their personnel file. All formal disciplinary actions, except oral reprimands, shall be recorded in the employee's Central Personnel file and shall constitute the official record to be utilized in disciplinary actions. All disciplinary actions will, at employee's written request, be removed from an individual's departmental personnel file after one (1) year in accordance with the Personnel Rules.

Upon an employee's written request, counseling letters and oral reprimands shall be removed from an employee's departmental and divisional file after one (1) year provided that there have been no subsequent counseling letters or disciplinary actions concerning a similar violation within the year. Oral reprimands and counseling letters shall not be maintained in the employee's Central Personnel file.

7.8 Confidentiality of Information

It is recognized by the parties that in the course of IAFF Local 1264's efforts to represent its members and bargain in good faith, it may legally obtain certain information from the Municipality that could be considered confidential under local, State, or Federal law. The parties agree that the primary consideration in obtaining such material is the furtherance of bargaining and representation positions that may be taken by the Union, and that frivolous and unnecessary dissemination shall constitute a violation of this article. Reasonable usage within the context of lawful Lawyer/Client privilege, Duty of Fair Representation issues, and any other Constitutionally protected right shall not constitute a violation of this Article.

ARTICLE 8 WORK ENVIRONMENT

- 8.1 The Municipality recognizes the unique working relationship that the employees covered by this Agreement have with the Municipality because of the variety of work shifts. In consideration of this fact, the Municipality commits itself to insure that these workers enjoy a healthy and sanitary living and working environment. This program shall in no case result in a reduction of physical conditions as they now exist.
- 8.2 Recognizing that Kelly Schedule employees are required to live within quarters provided by the Municipality for a significant part of the work year, the following program is specifically provided to cover their circumstances.
- 8.2.1 All stations shall have dormitory facilities to include institutional standard beds, sanitary mattresses, bed linen, ventilation and lighting.
- 8.2.2 All stations shall have bathroom facilities available for personnel, properly ventilated and isolated.
- 8.2.3 All stations, the vehicle maintenance shop, and Dispatch shall have kitchen facilities which shall include the following major appliances: stove, microwave oven, refrigerators, dishwasher, barbecue, coffee maker, television and DVD/video cassette recorders. Such appliances shall be of a size and capacity to meet the needs and time schedule requirements of on-shift meals.
- 8.2.4 Stations with four (4) or more people on duty per 24-hour shift will be provided with three (3) refrigerators. The vehicle maintenance shop and Dispatch shall have two (2) refrigerators.
- 8.3 The Municipality will pay to the Union no later than the 15th day of February each year the sum of twenty-two thousand five hundred dollars (\$22,500) to be increased by five hundred dollars (\$500) annually, as the fair share of the Municipality towards the cost of maintenance, repair or replacement of the major appliances identified in Section 8.2.3 and 8.2.4. The Union shall keep the appliances in good working condition. For each additional fire station established, rebuilt, or replaced the Municipality shall provide a lump sum of twenty-five thousand dollars (\$25,000) to the Union for the purpose of initially equipping the new station with major appliances. For each kitchen remodel the Municipality shall provide a lump sum of twenty thousand dollars (\$20,000). The amount paid per annum for maintenance, repair, or replacement costs shall be increased by one thousand dollars (\$1,000) per new station added in the calendar year following the opening of the station(s). The maintenance, repair, purchase, or replacement of the major appliances identified in Section 8.2.3 and 8.2.4 shall be the responsibility of the Union and such appliances shall become the property of the Union.

- 8.3.1 The Municipality will pay to the Union no later than the 15th day of February of each year the sum of six thousand dollars (\$6,000) as the fair share of the Municipality toward the cost of eating and cooking utensils within the stations, vehicle maintenance shop, and the dispatch center operated by the Anchorage Fire Department. For each additional fire station established, rebuilt, or replaced the Municipality shall provide a lump sum of two thousand five hundred dollars (\$2,500) to be increased by fifty dollars (\$50) annually to the Union for the purpose of initially equipping a new station with eating and cooking utensils. The amount paid per annum for all stations shall be increased by five hundred fifty dollars (\$550) per new station added in the calendar year following the opening of the new station(s).
- 8.3.2 Should a fire station close, then the amount paid per annum to the Union for appliance maintenance, repair or replacement costs shall be reduced by seven hundred fifty dollars (\$750) per station closed in the calendar year following such closure. For each fire station closed, the amount paid per annum to the Union for eating and cooking utensils shall be reduced by three hundred dollars (\$300) per station closed in the calendar year following such closure.
- 8.4 The Municipality shall provide habitable recreation rooms within each fire station operated by the Anchorage Fire Department, including furniture for lounging. Furniture provided shall be replaced when no longer serviceable for its intended use. Prior to the purchase of new or replacement furniture, the Union shall be consulted to obtain input on preference of furniture type.
- 8.5 The Municipality shall agree to designate a work/study area in each fire station which will be used solely for preparation for departmental exams and maintenance of departmental expertise between 6:30 p.m. and 10:00 p.m. each shift.
- 8.6 The Municipality agrees to provide, at no cost to the employees, either sufficient reserved head bolt heater plug-in parking spaces or heated parking spaces or to pay a parking allowance of not more than five dollars (\$5.00) per shift in lieu thereof for all Kelly Schedule employees and on-duty dispatch employees.
- 8.7 For other non-Kelly Schedule employees covered under this contract, the following program is provided to cover their circumstances.
- 8.7.1 All work sites shall have restroom facilities conveniently accessible within the building where located and designated break/lunch areas with furniture suitable for such activity within the building where located.

8.8 All employees shall be entitled to meal times. All meals shall be taken during scheduled meal periods uninterrupted except for fire, medical alarms, or other extended operations.

8.8.1 Dispatchers will schedule their paid meal periods up to a duration of one (1) hour as the call volume allows. Off campus meal periods are allowed as follows:

A. When there are at least four dispatchers (including the Lead) on shift, that have been released from training;

B. If the call volume allows for it;

C. Employees shall carry a Municipal pager or cell phone while away from campus;

D. Employees shall return to Dispatch within ten (10) minutes of being contacted; and

E. The paid one hour lunch period shall not be used at the beginning or end of the shift.

8.9 The Municipality agrees to furnish all station wear required and specified by the Fire Chief. The Union recognizes title to all items furnished remains with the Municipality. Such station wear shall be used for approved activities only. The Union recognizes the decision as to what employees or class of employees shall be uniformed is the sole prerogative of the Fire Chief. The Union recognizes the right of management to treat employees in the initial probationary status of the several career fields differently from the other employees.

8.9.1 Fire Investigators will receive seven hundred dollars (\$700) annually for business attire.

8.9.2 Any Kelly Schedule employee covered by this Agreement, who is furnished a uniform, will have access to a washer and dryer for purposes of maintaining their uniforms. The Municipality will install and maintain a washer and dryer at each station for this purpose.

8.10 Mechanic Tools

8.10.1 Mechanics and Lead Mechanics shall receive a one-hundred dollar (\$100) per month tool allowance. Fire Equipment Service Technician working at the Shop shall receive a fifty dollar (\$50) per month tool allowance.

8.10.2 The Municipality shall replace tools that are damaged, stolen, or lost in the course of their duties. In order to be eligible for tool replacement the employee must provide a complete inventory of all tools stored at the Anchorage Fire Department Vehicle Maintenance Shop no later than December 31st of each year. Completing the inventory shall be at the employees own expense.

8.11 40 hour Fire Investigators shall be allowed take home vehicles.

ARTICLE 9 REHIRING PROCEDURES

- 9.1 The Union recognizes the Municipality's management right to select those individuals who, in the sole opinion of the Municipality, are the most qualified to fill an existing vacancy. Persons previously covered by this Agreement, who have terminated because of occupational or non-occupational injury, shall receive preferential reemployment.

9.1.1 Occupational Injury Reemployment within Two Years of Termination

Any former employee of the various job classifications covered by this Agreement, or any preceding agreements, who is injured on the job as determined by the Police and Fire Retirement Board or Public Employees' Retirement System (PERS), and who within two years of his termination date is medically certified to reenter employment and has applied for such, shall be given preferential reemployment under the following guidelines.

- 9.1.1.1 Rehire to the position formerly held (if not emergency in nature, i.e., not emergency operations related) if such an opening exists, regardless of vacancy factor.
- 9.1.1.2 Rehire to the rank on the date of termination for injury up to the rank of Fire Fighter if such an opening exists, regardless of vacancy factor. There is no automatic reentry at a level higher than Fire Fighter. Fire Fighters shall have maintained their certifications. Fire Fighters not medically able to maintain certification (physician certified) will be hired back with a thirty (30) day grace period in which to certify, but will not be a primary responder during that time. Such individuals shall work a 40-hour week schedule.
- 9.1.1.3 Preferential promotion to the first available position of rank held at the time of injury termination will be granted by the Chief if the position held at time of injury termination was higher than Fire Fighter.

9.1.2 Occupational Injury Reemployment in Excess of Two Years but Not More Than Seven Years of Termination Date

Any former employee of the job classifications covered by this Agreement, or any preceding agreements, who was injured on-the-job as determined by the Police and Fire Retirement Board or PERS and who in excess of two years of his termination date is medically certified to reenter employment, shall be given preferential reemployment under the following guidelines:

- 9.1.2.1 Rehire as outlined in 9.1.1.1.

- 9.1.2.2 Rehire as outlined in 9.1.1.2 after passing entry physical ability test.
- 9.1.2.3 No preferential promotion to the next available position. However, the employee may compete in the next available promotional exam for the position held at the time of occupational injury termination if that is their desire. If the employee has a passing score in both written and practical portions of the exam, then the employee becomes eligible for the first available position at their rank at time of occupational injury.
- 9.1.3 A. Any former employee, vested in the Police and Fire Retirement Plan or PERS, of the job classifications covered by this Agreement, or any preceding agreements, who within four (4) years of termination and who terminated due to non-occupational injury or illness as determined by the Police and Fire Retirement Board or PERS will be granted preferential reemployment rights as above under 9.1.1.1 and 9.1.1.2 after laid off employees and occupational injury applicants. Employees reemployed from non-occupational disability must compete for placement on promotional lists in accordance with the promotional procedures of the Department. Such reemployment rights shall be conditioned on medical certification of the person's physical or mental ability to perform the job for which they are applying and their passing the entry physical ability test as required by the job description. Such preferential reemployment rights shall be predicated on the existence of an open position.
- B. Any former employee who had been terminated due to non-occupational illness or injury and has not vested in a retirement system (PERS or Police and Fire Retirement) will be entitled to consideration for rehire under the Municipality's Personnel Rules.
- 9.1.4 This provision is applicable to former Anchorage Fire Department employees who separated in good standing with a break of service of more than thirty (30) days and no more than one (1) year. Rehire eligibility under this section is not intended to modify or change a former employee's preferential rehire rights which may exist because of occupational or non-occupational injury, or layoff rights as set out elsewhere in the existing collective bargaining agreement between the parties.

An individual rehired in a fire line position may be rehired at the rank previously held, not to exceed the rank of Fire Fighter.

- 9.1.4.1 Fire Line Positions. An employee who terminated in good standing may apply to the Fire Chief by submitting a municipal employment

application, any other required application materials, and a letter indicating an interest in applying as a rehire candidate. Individuals that successfully meet minimum qualifications and pass all testing requirements and selection criteria which includes, but is not limited to: criminal background check, acceptable driving record, medical and audio examination, interview, and drug screening, may be rehired up to and including the level of Fire Fighter at the salary step in which they left, with the advance written approval of the Fire Chief. An employee rehired under this provision shall serve a six (6) month probationary period and shall not be eligible for promotion until successful completion of probation. Employees still on new hire probation at time of termination will be required to serve a one (1) year probation and shall pass all testing requirements and selection criteria which includes, but is not limited to: criminal background check, acceptable driving record, medical and audio examination, interview, and drug screen.

9.1.4.2 All individuals covered by this section must be fully qualified for the positions sought.

9.1.4.3 Non-Fire Line Positions. During a recruitment opening, an employee who separated in good standing may apply for rehire for the position held prior to termination, by submitting a Municipal Application, any other required application materials, and a letter stating an interest in rehire in a position previously held. If the individual successfully meets the minimum qualifications and passes all testing requirements and selection criteria, they may be rehired with the advance written approval of the Fire Chief. The employee shall serve the normal probationary period established for the job class in which rehired.

9.1.4.4 A decision by the Fire Chief to re-employ a former employee under this section rather than transferring, promoting, or demoting an existing employee is not subject to the grievance or arbitration provisions of this Agreement.

9.2 Retire/Rehire – This section will expire December 31, 2010.

An employee who intends to Retire/Rehire applies to the Fire Chief by submitting a municipal employment application, a retire/rehire form, and any other applicable documents. Employees that successfully meet minimum qualifications may be rehired with the advance written approval of the Fire Chief. Employees electing to participate in the Retire/Rehire option will be required to have a thirty (30) day break in service. Employees will retain previously held rank, shift and station assignment, pay incentives, education differential, and membership to any specialty teams. The employee will be subject to pre-employment drug screening and shall be required to serve a six (6) month probationary period. The employee is

encouraged to schedule their annual leave pick for the thirty (30) day break in service and upon termination the scheduled annual leave may not be made available to other employees.

Employees who have requested and received approval to retire and rehire, upon their retirement they are removed from any current promotional eligible list. On their rehire date employees shall be placed at the bottom of the promotional eligible list that they were on at the time of their retirement if the list is still in effect.

Employees who have utilized tuition assistance will not be required to repay tuition reimbursement upon their retirement. Employees will continue to be required to meet the repayment criteria of the tuition reimbursement program in the event they terminate (after rehiring).

When an employee elects to utilize the retire/rehire provision of the agreement, the employee will not be entitled to receive the cash value of any annual or sick leave until 35 days after the employee's date of retirement. If the employee rehires with AFD within the 35 days of their retirement, the leave will not be cashed out, but the hours of leave will be recalculated as set out below.

It is understood that employees separating from employment are generally entitled to receive payment for their cashed out leave before 35 days have elapsed from their date of separation. However, if that practice were followed in this case, it would potentially violate IRS rules and jeopardize the viability of the retire/rehire program. Consequently, employees electing to retire and rehire are also deemed electing to comply with IRS requirements, and specifically waive and relinquish any and all right, title, and interest to the cash in of their leave except as expressly set out herein. For employees electing to retire and rehire, the cash value of their leave is not due and owing until 35 days after separation from employment.

Leave Conversion on Rehire – When the employee returns to employment, and if the employee returns to employment at a lower factored rate of pay than they received prior to retirement, then the employee's annual leave and cashable sick leave account (if applicable), upon returning to employment shall be adjusted as follows:

- A. The cash value of the annual leave and/or cashable sick leave remaining in the account at the time of retirement shall be given a dollar amount. (Example: \$10.00 per hour x 50 hours = \$500.00 leave value at the time of retirement)
- B. The above determined dollar amount in section A will be divided by the employee's new factored rate of pay upon reemployment. This value will represent the employee's new annual leave and/or cashable sick leave balances. (\$500.00/\$5.00 per hour = 100.00 hours)

C. The employee's annual leave and/or cashable sick leave balances will be adjusted accordingly to account for the new values as determined in section B above. (50 hour adjustment)

The intended result of the leave conversion process above is to make the Retire/Rehire process cost neutral to both the Municipality and the employee for purposes of their leave account value.

ARTICLE 10 HOURS

- 10.1 The regular work schedule for employees of the Operations Division shall be approximately fifty-six (56) hours per week on alternating shifts (known as the Kelly Schedule). Shift duration shall be 24 hours beginning at 0900 hours and ending at 0900 hours of the next day. This shall mean a typical work schedule of one on, one off, one on, one off, one on, four off, on a continuous basis. These provisions shall not apply to Kelly Schedule employees undergoing the basic training program.
- 10.2 The regular work schedule for fire staff, fire maintenance, and fire prevention shall be 40 hours per week. Employees in these work units may be allowed to work 5/8s, 4/10s, 9/80s or any other alternate work schedule with the approval of the Fire Chief. Any hours worked after the employees normal scheduled work day shall be at time and one-half.
- Kelly shift employees who are on a temporary duty assignment (40 hour work week) may be allowed to work 5/8s, 4/10s, 9/80s or any other alternate work schedule.
- Employees who are on light duty or a temporary shift accommodation will work a 40 hour work week (5/8s). With the appropriate documentation from their treating physician, employees may be allowed to work an alternate 40 hour work schedule. At the request of the Fire Chief and along with appropriate documentation from the treating physician employees may work a 56-hour Kelly schedule.
- 10.3 The regular work schedule for Fire Investigators shall be 40 hours when working a five day a week schedule or alternate work schedule or 56 hours if working a Kelly schedule.
- 10.4 Within the dispatch section, employees shall work either a Day or Night Work Schedule.

The workweek schedule for A shift consists of the following:

- Work week 1: Three (3) consecutive days of twelve (12) hour shifts each, followed by four (4) consecutive days off.
- Work week 2: Four (4) consecutive days of any combination of three (3) twelve (12) hour shifts and one (1) eight (8) hour shift followed by three (3) consecutive days off.

The workweek schedule for B shift consists of the following:

- Work week 1: Four (4) consecutive days of any combination of three (3) twelve (12) hour shifts and one (1) eight (8) hour shift followed by four (4) consecutive days off.

Work week 2: Three (3) consecutive days of twelve (12) hour shifts each, followed by three (3) consecutive days off.

Dispatchers on the Night Work Schedule shall receive a shift differential of 6%.

A shift differential premium shall not be paid for the hours not worked for any reason. Overtime pay, when applicable, shall be calculated based upon the hourly rate of pay for the shift during which the overtime is worked.

- 10.5 At no time shall two (2) probationary dispatchers be assigned to the same shift without approval of the Fire Chief. If a vacancy occurs which necessitates shift reassignment to facilitate training, the division Chief may reassign the non-probationary dispatcher(s) with the least seniority.
- 10.6 In the event of a catastrophic disaster, the Anchorage Fire Department may declare full activation and temporarily change to a 12 hours on-12 hours off rotation for disaster staffing. Overtime will be paid in accordance with the Fair Labor Standards Act (FLSA).
- 10.7 Employees who volunteer for a temporary duty assignment will receive a minimum of seventy-two (72) hours notice prior to changing shifts. Employees shall have no loss in pay.

ARTICLE 11 OVERTIME

- 11.1 Overtime procedures shall be designed and governed by the union and administered by the department. The parties agree the intent of this language is to continue the current procedure for administering overtime until such time the union proposes a change. The Union will notify the Municipality in writing at least sixty (60) days in advance of any change unless mutually agreed upon. All employees covered by this Agreement shall be compensated at time-and-one-half of their factored hourly rate when extended beyond their regular shift or called back to work outside their regular shift.
- 11.1.1 Kelly Schedule employees shall be paid at one and one-half (1-1/2) times their factored hourly rate for all hours worked in excess of that authorized under the Fair Labor Standards Act for the Fire Department's designated cycle. For the purpose of calculating overtime compensation, time paid under the other provisions of this labor agreement as holiday pay, annual leave, sick leave, administrative leave (does not include worker's compensation or jury administrative leave), blood donation leave, military leave, voting leave and funeral leave authorized and used during the cycle shall not be considered as part of the hours to be worked before an employee becomes eligible for FLSA cycle overtime compensation.
- 11.1.2 40 hour and Dispatch employees shall be compensated at time and one-half for all hours worked in excess of their regularly scheduled shift.
- 11.1.3 An employee who believes an error has occurred in an overtime call shall be required to notify the Battalion Chief within five (5) calendar days. If the error is a substantiated overtime claim the employee harmed shall be allowed to work the equivalent number of hours of overtime at time and one-half as a resolution. Once the claim is substantiated the overtime must be scheduled by a Battalion Chief and mutually agreed upon by the employee. The overtime must be worked within thirty (30) days of when the claim was substantiated.
- 11.1.4 In order to reduce and/or eliminate taking companies out of service, when staffing falls below minimums after the shift starts (i.e. an employee leaves during the shift) overtime calls will be issued simultaneously to all eligible employees in order to fill the vacancy as quickly as possible.
- 11.2 If the extension of work or call-back occurs into an employee's approved leave time, such compensation shall be at double his factored hourly rate. Employees who are called back while on leave shall notify the caller of that condition before accepting the overtime. Any employee subpoenaed as a witness while on scheduled and approved leave who is a witness as a direct result of performance of duties or "Good Samaritan" obligations shall be compensated at double their factored hourly rate for hours required.

11.3 Standby and Call Back Pay

11.3.1 Standby Pay

Employees on standby are required to be available for response to a call back and will be paid two (2) hours at their regular rate of pay for each day of standby status, in addition to the employee's normal work schedule hours. Standby assignments will be administered fairly and equitably among all qualified employees. Stand by status shall include employees who are required to carry pagers or cell-phones during the time of their availability and are required to respond as required. When an employee is called out for work, the standby pay shall be credited toward the minimum call back payment.

11.3.2 Call Back pay

When an employee is called back to perform additional work they shall be compensated for actual hours worked at time and one-half with a minimum guarantee of four (4) hours straight time. There shall be no minimum guarantee of hours for extension of work schedules.

11.3.3 Any employee called back or held over, for four (4) or more hours, and not provided a meal, shall receive an additional \$9.00 for meal allowance.

11.4 Holdover Pay

11.4.1 Holdover Pay accrues to all employees who are required by management to remain on duty at the end of their normal shift. Employees shall be compensated in tenths of an hour based on six (6) minute increments until properly relieved by their supervisor. Holdover pay shall not accrue to voluntary holdover.

11.4.2 Holdover Pay shall be computed at time and one-half of the employee's factored hourly rate.

11.4.3 Employees reporting late for duty shall have their pay docked in tenths of an hour based on six (6) minute increments. Pay shall be docked at the employee's factored hourly rate. Administrative and disciplinary remedies for the handling of lateness are not affected by this provision.

11.4.4 The minimum call-back requirements shall not apply to Holdover Pay.

11.5 Minimum pay for mandatory off duty training shall be two (2) hours at time and one-half.

11.6 Employees subpoenaed as a witness as a direct result of performance of duties that must appear in court on their scheduled day(s) off shall be compensated at

time and one-half of their factored hourly rate for those hours required as certified by the Clerk of the Court. Employees who must appear during their approved leave time shall be compensated at double their factored hourly rate.

11.7 Call-back for overtime shall be done rank-for-rank.

11.7.1 Due to time considerations involved, employees not residing in the Anchorage Fire Service Area may not be offered emergency call-back work.

11.7.2 Fire Fighters certified as a Municipality of Anchorage Paramedic may be used as actors even when rank for rank would otherwise prohibit the practice.

11.8 Deployments

Employees whose work requires that they stay over night outside of the Municipality of Anchorage on out of area emergency deployment for any length of time, will be placed on Temporary Duty Assignment status (40 hour work week). However, any overtime shall be paid at the employee's 56 hour factored rate. Employees will be paid overtime for any hours after 8 hours a day and/or 5 consecutive work days, including travel time. Kelly shift employees will not suffer a reduction in regular pay (including FLSA) or benefits.

Exception: On duty employees, who in the course of their normal work shift, are called to fires or other emergencies outside of the Municipality of Anchorage and who are not returned prior to the end of their shift will be paid overtime at one and a half times their factored hourly rate for all time, including travel and standby time that extends beyond the end of their normal work shift.

11.8.1 For the purposes of this section (11.8) standby shall be defined as offline requirements to remain in a designated area or maintain a designated level of response preparedness during off shift periods. Standby pay will be equal to factored hourly pay rate, in increments of four (4) hour blocks. If standby employees are activated during standby status, they are considered off of standby and back on the clock with overtime pay rates applicable.

11.9 Temporary Duty Assignment

An employee placed on Temporary Duty Assignment (excluding deployments) who is converted to a 40 hour schedule shall be paid at the employee's 56 hour factored rate when working overtime related to the 56-hour schedule. When working overtime related to the 40 hour work they shall be paid at the 40 hour factored overtime rate.

11.10 Compensatory Time

40 hour employees (Dispatchers are excluded) may elect to receive compensatory time off in lieu of overtime pay. Compensatory time will accrue at a rate of one and one-half for each hour of overtime worked. Compensatory time provisions will apply in accordance with current law.

An employee may accumulate a maximum of forty (40) compensatory hours. The Municipality retains the right to deny the employees request to use compensatory time. An employee's compensatory time off must be exhausted before the employee may use annual or sick leave. The use of compensatory time does not count towards the required annual leave use requirement. Compensatory time has to be used and can only be cashed out at termination.

ARTICLE 12 TOUR TRADES

Employees covered by this agreement shall be allowed to tour trade at no cost to the Municipality. Tour trades may be used to cover any regular work day other than those within the scheduled leave period, even if the employee cancels their leave. The reasons for requesting a tour trade are of no concern to the department. However, if the Battalion Chief determines there is a conflict with the departments' interest it may be denied. Personalities shall not be a factor in approval or disapproval of tour trades. Employees shall be considered equally competent with other employees who are equally qualified, as described herein. Firefighters will be allowed to work tour trades after being qualified to work independently; however, they shall not be eligible to have tour trades off until probation is complete. Tour trades off will be allowed in extenuating circumstances.

- 12.1 There shall be no limit applied to the number of tour trades an employee may take, so long as they do not exceed a net deficiency of greater than fifteen (15) shifts. The department assumes no obligation to assure replacement of traded time, and will incur no costs that would otherwise be generated by the tour trade. Repayment of all tour trades will be the responsibility of the employees involved. In lieu of paying back an unscheduled tour trade owed, an employee may opt to transfer the applicable amount of leave from their annual leave account to the owed employee's leave account; however, any leave transfers must be within one year of the trade. Tour Trades shall only be paid back hour for hour. Any transferred leave from an employees leave account shall count towards the annual requirement to use seventy-two (72) hours of leave. Any employee engaging in a tour trade is responsible to obtain missed required training on the employee's regularly scheduled shift, as directed by the supervisor, or by the Training Center. The department may require that special duty employees trade with employees who have the qualifications, or acting qualifications, necessary to the assignment to be held.
- 12.2 Operations employees may work two (2) shifts, or a substantial portion of two (2) shifts, consecutively (any combination of regular shifts, overtime shifts or tour trades). Any Operations employee who works two (2) shifts, or a substantial portion of two (2) shifts, consecutively, must have at least 12 hours off prior to and after the two (2) shifts.
- 12.3 Employees of Dispatch and the Vehicle Maintenance Shop are allowed to trade tours. No dispatcher may work more than Sixteen (16) hours consecutively. Any dispatcher who works Sixteen (16) hours consecutively must have at least eight (8) hours off prior to and after the Sixteen (16) hours. Employees may use tour trades in conjunction with annual leave, however, no combination of leave and tour trades shall exceed a total of 15 consecutive shifts (30 for dispatchers)

and the Vehicle Maintenance Shop). Tour trades will be allowed between Lead Dispatchers and Dispatchers (at no cost to the AFD) as follows:

- A. Dispatchers on the Lead Dispatcher Promotional/Acting List may work tour trades for Lead Dispatchers.
- B. Alternate ranked Lead Dispatchers (those previously in position or previously on promotional/acting list) may work tour trades for Lead Dispatchers.
- C. Lead Dispatchers may work tour trades for Dispatchers who have been released from training.

- 12.4 No employee may work a tour trade on their own shift. In the instance where a trade is made impossible due to promotions, demotions, change of shift, etc., the appropriate division chief may allow for three-way trades, delay of shift reassignment, or the parties trading to mutually agree to a change of trade dates.
- 12.5 Employees may trade with those of other ranks provided that they are each equally qualified to fill the other's permanent rank.
- 12.6 A tour trader working out of rank should be prepared when reporting for duty to work at any other rank, higher or lower, for which they are adequately qualified. The employee may receive acting pay for which they are eligible for any position worked.
- 12.7 Tour trade requests over one hour must be approved by a Battalion Chief or supervisor prior to the tour trade.
- 12.8 Cancellation requests must be approved by both employees involved in the trade.
- 12.9 Employees may trade whole or partial shifts. Partial trades (12 hours or less) require documentation on the electronic staffing system. Multiple partial tour trades may be combined to count as a full tour trade.
- 12.10 An employee may arrange for a partial tour trade of less than one hour at the beginning of their shift, called a holdover trade. The company officer (or the Battalion Chief for company officers) must be notified immediately.
- 12.11 It is the responsibility of each employee engaged in tour trades to arrange for their trades to be paid back. Employees found in violation of the provisions of this policy shall be subject to disciplinary action, as follows:

First offense: three month suspension of tour trades.

Second offense within 12 months of first offense: one year suspension of tour trades.

Any employee whose tour trade privileges have been suspended is still obligated to complete any trades approved prior to the imposition of the disciplinary action.

12.12 If a full or partial tour trade will result in an employee arriving late at their next station assignment, it will be the employee's responsibility to make arrangements for a holdover trade or early relief.

ARTICLE 13 HOLIDAYS

13.1 Holidays shall be observed as follows:

Personal Holiday	New Year's Day
Martin Luther King Day	President's Day (3rd Monday in Feb.)
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Thanksgiving Friday
Christmas Eve	Christmas Day

13.1.1 A Personal Holiday for non-Kelly schedule employees may be scheduled with advance approval to be taken at anytime during the calendar year, awarded on January 1.

13.2 The Municipality shall pay to each employee working on a Kelly Schedule, on the first pay check in December, an amount equal to the employee's straight time rate of compensation for one-hundred fifty-six (156) hours for all holidays observed in that calendar year. Should an employee terminate during the course of the calendar year, the amount paid shall be thirteen (13) hours for each holiday observed between January 1st and the date of termination. Regular part-time employees shall receive pro-rated pay for recognized holidays which occur in a pay period during which they are scheduled to work based on the average number of straight-time hours scheduled in the two (2) pay periods immediately preceding the holiday. In addition, all regularly scheduled hours worked on a holiday shall be compensated at the employee's regular applicable rate of pay.

13.2.1 Firefighters undergoing training (Academy) will not be eligible for holiday hours toward the holiday check. Holiday hour accrual shall start upon shift assignment (completion of the Academy).

13.2.1.1 Firefighters undergoing training (Academy), will receive time and one-half for any hours worked on holidays recognized in this agreement.

13.2.2 Employees who are placed on a temporary duty assignment, light duty assignment or temporary shift accommodation changing from a Kelly Schedule to a 40 hour work schedule, shall have holidays off. Employees will continue to receive allocated hours for the holiday while on assignment/accommodation. Employees will be eligible to receive the annual holiday payout excluding any LWOP.

13.3 For Dispatch employees, holidays recognized in paragraph 13.1 of this Agreement shall be compensated in the following manner:

The first pay check in December the Municipality shall pay each employee working a 40-hour schedule, an amount equal to the employee's factored rate for ninety-six (96) hours. Holiday pay shall not be included in any calculation of overtime pay. Should an employee terminate during the course of the calendar year, the amount paid shall be eight (8) hours for each holiday observed between January 1 and the date of termination.

- 13.4 In the event the Municipality declares any additional holidays other than those listed above, these employees shall be eligible for such additional holidays.
- 13.5 If an employee is absent on leave of absence without pay on the last regular work day preceding or the next regular work day following a holiday, such employee shall forfeit their right to payment for that holiday.

ARTICLE 14 LEAVE

14.1 Annual Leave

Leave shall accrue as follows:

Kelly Schedule Employees

Months	Hours per Pay Period
0-60 months	14 hrs. per pay period
61-120 months	16 hrs. per pay period
121+ months	18 hrs. per pay period

40-Hour Employees

Months	Hours Per Pay Period
0-60 months	10 hrs. per pay period
61-120 months	12 hrs. per pay period
121-180 months	13 hrs. per pay period
181-240 months	14 hrs. per pay period
241+ months	15 hrs. per pay period

14.1.1 Annual Leave Accrual Limits, Sick Leave Conversion and Cash-in shall be as follows:

A. Accrued and unused leave may be carried over from one year to the next for the purpose of accumulating an Annual Leave Account, or reserve; however, in the last pay period of any year an employee may not have more than 480 hours leave to his credit for 40-hour employees and 672 hours leave to his credit for Kelly Schedule employees. Excess hours beyond these amounts may be placed in a cashable sick leave account, converted or cashed-in in accordance with the Municipal Personnel Rules.

B. Hours of annual leave in excess of 480 hours for 40-hour and 672 hours for Kelly Schedule employees accrued as of the last pay period of any calendar year, unless committed for use before the following January 31, shall be paid in cash to the employee or deposited into other eligible accounts, such as but not limited to 401K, PEHP, and 457 plans. Payment shall be paid on the first regular pay check in January.

14.1.2 All employees shall be required to take vacation leave. For all regular full-time employees, at least eighty (80) hours of leave (seventy-two [72] hours in the case of Kelly Schedule employees) must be taken each year by December 31, with the exception that this limitation shall not apply to new employees until after the second December 31 following their date of hire. Employees who fail to take the requisite hours of paid

time off shall be considered to have forfeited those hours (up to 80 or 72) as if they had been taken, and they shall be subtracted from the employee's leave balance at the end of the year unless the failure to take leave was due to the failure of the Department to grant a timely request for leave pursuant to the Department's leave policy.

14.1.3 However, if leave choice is bypassed in the November scheduling, the employee will not receive other leave choices that year unless available.

14.1.4 New hires may take the following annual leave:

Three (3) shifts for 56 hour employees after nine (9) months from date of hire

Seven (7) shifts for dispatch employees after six (6) months from date of hire

Eighty hours (80) for 40-hour employees after three (3) months from date of hire

14.1.5 Additional annual leave may be granted on a first-requested basis.

14.1.6 Trading of pre-scheduled annual leave will be allowed by employees of equal rank.

14.1.7 If, in the opinion of the respective Supervisor, it becomes necessary to cancel or significantly adjust or revise the annual leave schedule, the Supervisor shall so inform the Fire Chief in writing. The reason(s) must be in sufficient detail to permit the Chief to make necessary decisions relative to the situation.

14.1.8 Scheduled annual leave is not guaranteed until that leave period is approved by the appropriate Chief, but may be canceled due to staffing requirements. Employees must be given 30-days notice if leave is to be canceled. If leave is canceled, every effort will be made to reschedule leave acceptable to the employee.

14.1.9 Scheduled leave will normally be approved at least thirty (30) days in advance but not more than 60 days prior to the first day of scheduled leave. Special circumstances may warrant approval more than 60 days prior to the first day of scheduled leave at the discretion of the Fire Chief. The Municipality agrees that it will honor the advanced scheduling of leave to the maximum extent possible. The Union recognizes that the delivery of emergency services to the public must be of paramount consideration in the administration of this Article.

14.1.10 Employees may request advance paychecks before going on annual leave. To receive an advance paycheck, leave slips must be approved and submitted to Payroll 30 days prior to the date of leave. Employees with Direct Deposit will not be granted advance checks.

14.2 Leave accrues during periods of paid leave. Such accrual shall be canceled if the employee fails to return from authorized leave. Leave does not accrue during periods of unpaid time off; in such cases, accrual shall be prorated for the affected pay period.

14.3 Medical Leave without Pay

Medical leave without pay may be granted upon the recommendation of the treating physician as provided in the Personnel Rules. For the first three months of medical leave, the employee shall receive continued medical and life insurance coverage, as administered by the Employee Relations Department. Medical and life insurance may be continued beyond the initial three months at the employee's own expense.

14.4 The Municipality shall schedule, before the end of each year, annual leave for the following year. For Kelly Schedule employees, the Municipality shall guarantee nine (9) shifts, six (6) of them being consecutive work shifts. For dispatch employees, the Municipality of Anchorage shall guarantee fourteen (14) consecutive shifts for their primary leave pick. For 40-hour employees, the Municipality shall guarantee twenty (20) consecutive work days per year for each such employee. The leave selection may be split into two sections at the employees' choice. Exceptions to this paragraph may be granted when mutually agreed to between the employee and their supervisor.

14.4.1 All annual leave shall be scheduled by the Fire Department and taken in increments of one-tenth (1/10) hour. All annual leave shall be deducted from the employee's paid leave account.

14.4.2 The completed Annual Leave schedule will be submitted to the appropriate Division Chief not later than December 20.

14.5 Annual Leave Selection

Annual leave selection procedures shall be designed and governed by the union and administered by the department. The parties agree the intent of this language is to continue the current procedure for granting leave until such time the union proposes a change.

14.5.1 56-hour Annual Leave Selection.

Each shift may have two Company Officers, two Engineers, and six employees of the Fire Fighter rank (at least two EMT's, two Paramedics).

This will remain in effect until a ratio of one employee off on leave for every ten employees of the affected rank is exceeded. For every employee of the affected rank over the one in ten ratio, an additional employee of that rank can be off for three shifts. This will continue until the next base 10 number (i.e. 20, 30, 40, 50...) is reached, and then the amount of employees off at one time throughout the year will increase by one. See the example below:

30 FF = 3 Firefighters allowed off throughout the year

31 FF = 3 Firefighters allowed off throughout the year and a 4th off for 1 cycle.

32 FF = 3 Firefighters allowed off throughout the year and a 4th off for 2 cycles

33 FF = 3 Firefighters allowed off throughout the year and a 4th off for 3 cycles.

34 FF = 3 Firefighters allowed off throughout the year and a 4th off for 4 cycles.

35 FF = 3 Firefighters " " " " 4th off for 5 cycles.

36 FF = 3 Firefighters " " " " 4th off for 6 cycles

37 FF = 3 Firefighters " " " " 4th off for 7 cycles.

38 FF = 3 Firefighters " " " " 4th off for 8 cycles.

39 FF = 3 Firefighters " " " " 4th off for 9 cycles.

40 FF = 4 Firefighters allowed off throughout the year

41 FF = 4 Firefighters allowed off throughout the year and a 5th off for 1 cycle.

Etc...

14.5.2 40-hour Annual Leave Selection

40-hour employees shall pick leave according to a uniform procedure that is administered by their supervisor. A maximum of two inspectors or two clerical staff will be allowed leave at the same time.

14.5.3 Dispatcher Annual Leave Selection

- A. Only one (1) Lead Dispatcher can be on leave at a time.
- B. Two Dispatchers may be on leave per calendar day; one on day shift and one on night shift (as represented on the shift schedule).
- C. Additional leave may be granted depending on available staffing.
- D. The leave selection may be split into two picks at the employee's choice.

14.6 Sick/Hardship Leave

- 14.6.1 Any employee unable to report for duty at the regularly scheduled time due to illness or hardship, off-the-job injury, off-the-job exposure to contagious disease, or illness or death in the employee's immediate family will be placed on sick leave in accordance with this article. Doctor or dental appointments shall be included as cause for sick leave. An employee who is absent shall inform their immediate supervisor of the fact and reason therefore as soon as possible, and failure to do so within a reasonable time may be cause for disciplinary action. Compensation for sick leave shall be made when leave is used. Advance compensation for sick leave shall not be made unless approved in advance by the Fire Chief or designee.

Employees shall use sick leave for the first 30 calendar days before being eligible for a Temporary Shift Accommodation (TSA). After taking the first 30 days of sick leave employees will be eligible for TSA with appropriate documentation from their attending physician. The Municipality will first look within the fire department for work assignments prior to looking at other municipal departments.

Sick leave used for a serious health condition of the employee or for the serious health condition of the employee's spouse, son, daughter or parent shall be considered under family leave.

- 14.6.2 Sick leave may be taken in increments of one-tenth (1/10) of an hour. Illness exceeding three (3) consecutive working days for 40 hour or dispatch personnel, or two consecutive shifts for Kelly Schedule employees, shall require a doctor's certificate to be submitted to their immediate supervisor at the beginning of the employee's first day back from sick leave, certifying that the employee was ill, verifying the extent of illness, and the employee's inability to perform his normal employment duties before the employee will receive paid leave time.

14.6.3 Sick Leave Abuse

If an employee is suspected of abusing sick leave, the supervisor may, with the concurrence of a Deputy Chief, place the employee on Notice of Suspected Sick Leave Abuse. Suspicion of sick leave abuse may arise from such things as excessive absenteeism, circumstantial patterns of sick leave usage, and malingering. While on Notice of Suspected Sick Leave Abuse, the employee must provide for each absence certification from a treating physician verifying that the employee was ill and unable to perform employment duties in order to receive sick leave pay. If an employee is found through fact finding and/or investigation to have abused sick leave, the employee is subject to disciplinary action.

14.6.4 Sick leave does not accrue separately, like annual leave, on a regular basis; it accumulates through conversion of excess hours of annual leave into sick leave as of December 31st of each year.

14.6.5 56-hour employees may convert 112 hours of excess annual leave each year into a separate sick leave account. 40-hour employees may convert 80 hours.

14.6.6 When an employee does not have a sick leave account, or has zero hours left in the account, any hours taken off as "sick leave" will be deducted from their annual leave balance instead.

14.6.7 Employees who are unable to work due to a significant medical life event for themselves or family members may be eligible for leave donations after they have exhausted their own leave accounts. Leave donations are not retroactive and must be requested in advance with the approval of the Fire Chief.

14.7 Unauthorized Absences

Any employee who is absent from duty without prior authorization shall report the reason to the Fire Chief or designee as soon as possible. Unauthorized or unreported absences shall be reported as absence without pay, and may be cause for disciplinary action. There shall be no accrual of annual leave for any unauthorized absence during the pay period in which an employee has unauthorized leave.

14.8 Funeral Leave

Funeral leave will be in accordance with the personnel rules.

14.8.1 For the purposes of this section, immediate family means the employee's spouse, children, mother, father, mother-in-law, father in law, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law,

grandchildren, grandfather, or grandmother or other family members who reside permanently with the employee.

14.9 Military Leave

- 14.9.1 In all cases a regular employee who is a member of a Guard/Reserve component of the Armed Forces of the United States shall be granted provisions and entitlements in accordance with Federal and State Legislation. Compliance with the Uniformed Service Employment and Reemployment Rights Act (USERRA) is mandatory.
- 14.9.2 Employees who are members of the Guard/Reserve components of the Armed Forces of the United States shall be granted a leave of absence, referred to herein as Military Leave, with pay for the purpose of attending duly ordered military duty. The Military Leave shall not exceed 432 working hours for 56-hour Kelly schedule employees, 216 working hours for Dispatch employees, and 120 working hours for 40-hour employees per calendar year.
- 14.9.2.1 Employees who are members of the Guard/Reserve components of the Armed Forces of the United States may be granted a maximum of an additional seventy-two (72) hours of Military Leave with pay in excess of the time allowed for in this section, if such leave does not incur an overtime expense.
- 14.9.2.2 Employees who are members of the Guard/Reserve components of the Armed Forces of the United States may be granted additional Military Leave for specialized training with the approval of the Fire Chief.
- 14.9.2.3 Employees on Military Leave with pay shall be paid their factored rate of pay. Employees shall report military base pay received and have this amount deducted from their regular pay.
- 14.9.3 Employees who are members of the Guard/Reserve components of the Armed Forces of the United States and are called into active military service (not training) shall be entitled to factored pay not to exceed thirty (30) days per calendar year. If there is an overlap between a calendar year, employees are not entitled to an additional 30 days unless they receive new orders starting a new period of activation. The thirty days will count toward the year in which the deployment occurs (i.e. December 15th deployment provides coverage until January 14th of the following year).

- 14.9.4 An employee performing military duty, training or otherwise, can elect to take and shall be granted personal leave, military leave of absence without pay, or tour trades. Use of accrued or earned leave will not be required prior to allowing leave without pay.
- 14.9.5 The employee shall be required to submit a copy of military orders or statements from the appropriate military commander as evidence of military duty. The employee should attach orders or statements to the Request for Leave form upon submitting his/her request for military leave, however orders or statements may be provided at the completion of the military duty.
- 14.9.6 The leave granted under this section shall not be deemed a part of any leave granted or authorized by any other provisions of MOA ordinances or this labor contract agreement. For the purpose of determining longevity pay or salary advancement, the status of the employee shall be considered as though not interrupted by periods of military service. A military leave of absence with pay will not affect an employee's annual leave accrual.

14.10 Court Leave

Employees called for jury duty shall be treated as being on approved leave without loss of leave or factored pay. Service in court, when subpoenaed as a witness, shall be treated the same as jury duty. Fees paid by the court, other than those for an employee's appearance at any time outside the employee's regularly scheduled shift, for travel, parking and subsistence allowances, shall be treated in accordance with Municipal policy.

Regular employees subpoenaed as a witness for the Municipality or to testify in court in a matter directly related to their employment with the Municipality will be treated as being on approved paid time off for the entire period so called.

An employee shall provide the Fire Chief or designee, with a copy of a notice of call for jury duty immediately upon receipt by the employee. When excused or released from jury duty for the day, the employee shall return to work immediately. Shift employees, both 56 hour and dispatch, seated on a jury, shall be placed on jury administrative leave for the duration of the trial. Under no circumstances shall employees placed on jury administrative leave for a trial suffer a reduction in pay or benefits.

14.11 Union Leave Bank

The Municipality will maintain a Union Leave Bank to be managed by the Union. The account will be funded automatically by the Municipality of Anchorage in the amount of ten (10) hours of annual leave from every union member no later than February 28th of each year. There is no maximum accrual to this non cashable

account. Granting of union leave will only require approval of the union. The Municipality of Anchorage will incur no additional cost as the result of union leave usage.

14.12 Leave Balance Conversion and Use Upon Schedule Change:

A. Whenever an employee changes (i.e. promotion, demotion, transfer) from a Kelly Schedule to a forty (40) hour schedule or vice versa, the employee's leave balances shall be adjusted by the following formulas:

1. Kelly Schedule to 40-hour schedule:

a. Factored hourly rate (56 hours) x [current leave bank balance in hours] = dollar value

b. [Dollar value] / [40-hour factored hourly rate] = new leave bank balance in hours.

2. Moving from 40-hour schedule:

a. Factored hourly rate (40 hours) x [current leave bank balance in hours] = dollar value

b. [Dollar value] / [56-hour factored hourly rate] = new leave bank balance in hours.

B. Whenever an employee is placed on a temporary duty assignment, light duty assignment, or temporary shift accommodation changing from a Kelly Schedule to a 40 hour work schedule the employees leave accrual will remain the same.

C. Employees who are placed in a temporary duty assignment, light duty assignment, or temporary shift accommodation changing from a Kelly Schedule to a 40 hour work schedule leave usage will be as follows:

112 hours (56 hour schedule) divided by 80 hours (40 hour schedule) = 1.4 hour leave amount conversion

5/8's schedule, the daily usage is $8 \times 1.4 = 11.20$ hours

9/80's schedule, the daily usage is $9 \times 1.4 = 12.60$ hours

4/10 schedule, the daily usage is $10 \times 1.4 = 14.00$ hours

D. Leave for the purposes of this section includes annual and sick leave, and any other leave identified in this section.

14.13 Leave Sabbatical

Employees may request up to a six (6) month period of leave sabbatical. All requests must be approved in writing by the Fire Chief or designee prior to the

sabbatical. All or a portion of the leave time requested may be taken as leave without pay (LWOP) with the understanding that while an employee is on LWOP, no time or money is accrued in regards to leave or retirement if leave without pay exceeds thirty (30) days. Employees on LWOP may also temporarily lose health care benefit coverage. Employees on LWOP will also have their seniority date adjusted to reflect the amount of LWOP time. Employees will be granted their previously held rank, team memberships, and station/shift assignment upon return to work.

ARTICLE 15 INSURANCE

15.1 Group Insurance

The Union agrees to participate in the Municipality's Flexible Benefits Plan for eligible employees as described in the 2009 Municipal Benefit Booklet.

- PPO 1300/2600 (Federally regulated)
- Co-pay 1000
- 500 Plan
- 250 Plan
- 100 Plan

15.2 Premiums

During 2009 the Municipality will fund each employee's participation in the 100 Plan with Orthodontia at \$1467.00 (\$1492 gross premium less \$25 or 1.7%) per month. Employees may elect any of the coverage options available in the Flex plan. If they elect a benefit plan that costs less than their flex contribution from the Municipality, the difference can be used to offset voluntary benefits or, if no voluntary benefits are elected any difference will be returned to the employee in the following manners:

- A) As contributions to the employees 401 (k) or 457 account; or
- B) To retain in a medical savings account to defray the cost of future premium co-payments; or
- C) As payment of wages.

15.2.1 Effective January 1, 2010 the Municipality and Union contribution rates will be based on the benchmarks achieved (see Appendix A) from the preceding fiscal year. The Municipality's flex plan contribution will be dependent upon the employees meeting these benchmarks as a whole.

1. If no benchmarks are attained the Municipality and Union split of the premium cost above the base rate of the 2009 premium of \$1492.00 for the 100 Plan with Orthodontia will be 89%/11% (Municipality/Union).
2. If one benchmark is reached the Municipality and Union split of the premium cost above the base rate will be 91%/9% (Municipality/Union).
3. If two benchmarks are met the Municipality and Union split of the premium cost above the base rate will be 93%/7% (Municipality/Union).

4. If all three benchmarks are attained the Municipality and Union split of the premium cost above the base rate will be 95%/5% (Municipality/ Union).
5. The remainder, if any, in the cost of providing such benefits levels shall be paid by the employee through payroll deduction. The benchmarks will be evaluated each year to comply with Appendix A.
6. Benchmark data will be provided to the Union within thirty (30) days after each quarters end. Data may be requested by the Union twenty (20) days following the end of the quarter and must be provided by the Municipality within ten (10) working days. Failure to deliver the data after the Union's request will result in the benchmark being met for the year.

15.2.2 The Municipality shall offer a Section 125 plan so that employee co-payments of premiums shall be on a pre-tax basis.

15.2.3 The Municipality will provide Life Insurance and Accidental Death & Dismemberment in the amount of two hundred thousand dollars (\$200,000) for each employee.

15.2.4 The following voluntary benefits will be available for employees to purchase or contribute towards:

- Up to \$200,000 of additional Life Insurance and Accidental Death & Dismemberment
- \$5,000 of Dependent Life Insurance
- Short-term Disability
- 401K Plan
- 457 Plan

If additional or an increase in voluntary options become available, employees shall be eligible to purchase or contribute.

15.2.5 The Municipality will provide Long Term Disability coverage at no cost to the employee.

15.2.6 The Municipality agrees to allow employees to participate in the Post Employment Health Plan (PEHP) through the National IAFF Union.

15.3 Should the Municipality increase health insurance benefit levels during the term of this collective bargaining agreement, such benefits shall be provided to eligible employees covered under this Agreement and further provided that the Municipality, and/or its contractors, shall define the scope and extent of such benefit increase.

- 15.4 Plan benefit booklets shall be issued within ninety (90) days of change in carriers or change in benefits.
- 15.5 The Union agrees to participate in a Cost Containment Committee to consider matters relating to the Municipality's Plan. No later than sixty (60) days after the execution of this agreement, the Union shall appoint five (5) members and the Municipality shall appoint three (3) employees to the Cost Containment Committee.
- A. The Cost Containment Committee's primary responsibility shall be to review health insurance costs and make recommendations intended to reduce expense and improve the efficiency of the health insurance plan. The Committee's reports or actions shall in no way alter or amend this agreement unless the parties mutually agree or unless so provided in this agreement.
 - B. The Municipality shall provide in a timely fashion to the Cost Containment Committee all reasonably available data requested by the Committee concerning health insurance utilization rates and costs, including responses to questions directed to the Municipality's health insurance consultants, actuaries, attorneys, and staff relating to health benefits, utilization rates, and other health care issues.
 - C. With the exception of audits the Committee may desire to verify the costs associated with the Plan. The Committee cannot incur or authorize additional expenses(s) with regard to the acquisition or analysis of data, or with regard to the conduct of Committee meetings.
 - D. Union members of the Committee shall be allowed to attend Committee meetings on on-duty time. In the event meetings are scheduled outside the regular shift hours of a Committee member, the Municipality shall make every effort to adjust the shift of the member to allow the member to attend while on duty. Members attending Committee meetings off-duty are entitled to a minimum of 2 hours of overtime pay.
 - E. The Committee shall meet at least quarterly. No later than 90 days from the date of ratification of this agreement, and within the first two weeks of each subsequent January, the Committee shall establish a tentative schedule for meetings throughout the balance of the year. The tentative schedule shall contain at least quarterly meetings.
 - F. The Committee shall have the authority to recommend plan design and delivery changes with respect to health benefits. The Committee's recommendations must comply with all the requirements of federal, state and local laws, if the Municipality concurs with the Committee's recommendations they shall be implemented by the Municipality in the plan year following the Committee's decision and sooner if practical.

Appendix A		Base Period	Plan year 2010		Plan year 2011		Plan year 2012		Plan year 2013	
			Measurement Period	Goal	Measurement Period	Goal	Measurement Period	Goal	Measurement Period	Goal
IAFF Health Plan Benchmark Descriptions										
Participation in IAFF Peer Fitness Assessment		N/A	10/1/2008 to 6/30/2009	80%	7/1/2009 to 6/30/2010	90%	7/1/2010 to 6/30/2011	90%	7/1/2011 to 6/30/2012	90%
Increased use of Generic Drugs when a Generic option is available (not including specialty drugs)		1/1/2009 to 6/30/2009		Generic Fill – a 5% increase over base year or overall usage of 65%	7/1/2009 to 6/30/2010	Generic Fill – a 10% increase over base year or overall usage of 65%	7/1/2010 to 6/30/2011	Generic Fill – a 10% increase over base year or overall usage of 65%	7/1/2011 to 6/30/2012	Generic Fill – a 15% increase over base year or overall usage of 65%
Generic Fill			N/A	Passed Benchmark is considered met		Base X 1.05		Base X1.10		Base X 1.15
Increase in Dental Preventive visits for employees and their spouses/domestic partners (2 visits per year) Expressed as an average number visits per year per employee*		7/1/2007 to 6/30/2008	7/1/2008 to 6/30/2009	5% increase in services per 1000 over original base period or 90% overall utilization of membership	7/1/2009 to 6/30/2010	10% increase in services per 1000 over original base period or 90% overall utilization of membership	7/1/2010 to 6/30/2011	15% increase in services per 1000 over original base period or 90% overall utilization of membership	7/1/2011 to 6/30/2012	20% increase in services per 1000 over original base period or 90% overall utilization of membership
Services per 1,000 goal				Base X 1.05		Base X 1.10		Base X 1.15		Base X 1.20

ARTICLE 16 SAFETY

- 16.1 The Joint Safety Committee is composed of at least three (3) Union appointed members and three (3) Administration appointed employees to advise the Fire Chief on safety related matters. It shall be the duty of the joint safety committee to advise the Fire Chief in striving for the Department to meet all applicable State and Federal requirements and NFPA Standards.
- 16.1.1 Physical Fitness Committee. This committee is a subset of the Safety Committee. Comprehensive review of Department policies with respect to fitness required for ongoing performance of the job plus duty time and equipment available for fitness training.
- 16.1.2 Injury Prevention Committee. This committee is a subset of the Safety Committee. The committee will be comprised of equal members from the Municipality and the Union.
- 16.2 The Fire Chief shall appoint a Health and Safety Officer (HSO), whose additional duty will be the implementation, coordination, and scheduling of safety meetings, which will be conducted by a person designated by the HSO. The HSO must consult with the Municipal safety coordinator on all safety matters. Union appointed members of the Safety Committee attending such meetings shall be paid at their normal factored hourly rate for the actual meeting time. The Fire Department may decline on-duty attendance of safety committee members if such attendance causes overtime or call-back.
- 16.3 Complete records of incidents and subjects discussed, those in attendance, time, date and place of meetings shall be maintained by the HSO of the Fire Department. Safety meetings shall be conducted monthly. A summary report of all subjects reviewed and action taken will be sent to all stations/work sites in a timely manner.
- 16.4 The Municipality agrees to furnish, at no cost to the employee, where the nature of the assigned duties dictates, special protective equipment and clothing that the Fire Chief determines to be necessary to the health and welfare of employees, and which meet all applicable State and Federal requirements including a personal protective equipment (PPE) bag for the purpose of inter-station transport of personal protective equipment. This item should be cleanable, sealable, and of suitable durability for its intended use. The Municipality shall retain ownership of these items. Employees are responsible for using all special protective equipment and clothing provided as needed for the performance of their assigned duties. The Municipality shall strive to meet NFPA standards with respect to such protective equipment and clothing. Title to such items remains with the Municipality. The Joint Safety Committee shall be charged with the responsibilities of recommending what protective equipment and clothing is necessary for the safety and welfare of the Department employees. The Fire Chief shall retain the right to accept or

reject the committee's recommendation. The Municipality shall make a reasonable effort to size and fit clothing to enhance and insure safety to its intended users.

16.4.1 The Municipality shall install and maintain OSHA/NIOSH compliant diesel extraction devices in all worksites where vehicles are operated indoors.

16.4.2 All employees covered by this contract shall receive, at no cost to the employee, an annual physical exam and an annual hearing exam. The medical files will remain with the vendor and will remain confidential.

16.4.2.1 The Municipality will receive an "acceptable," "pending" or "not acceptable" determination from the medical vendor.

16.5 Staffing

The Municipality and the International Association of Fire Fighters agree that it is in the best interest of all parties to meet the staffing standards of NFPA 1710. All parties agree to continue to work to achieve Anchorage Assembly approval to secure the financial support for four (4) person Fire Companies.

16.5.1 To insure the safety of the public and employees of this Fire Department, minimum staffing shall be as follows:

It is the intent of the Anchorage Fire Department to maintain a minimum employment of four (4) Dispatchers per shift. There will be at least one (1) Lead Dispatcher on duty at all times.

Every FIRE COMPANY, when staffed, shall be staffed by a minimum of three (3) firefighters, one (1) of which will be a Company Officer, and one (1) of which will be a Fire Apparatus Engineer.

There will be a minimum of eight (8) four-person staffed fire apparatus each shift. When there are three (3) or more Internships, and those ambulances are staffed with three (3) persons, one of those ambulances will be considered one (1) of the minimum eight (8) four-person staffed fire apparatus on each shift.

No employee will be required to work more than six (6) consecutive shifts (excluding hold-overs and late runs) on an ambulance without a three (3) consecutive shift break from the ambulance or six (6) shifts on an ambulance out of a nine (9) shift period.

Every TENDER, when staffed, shall be staffed by at least one (1) Fire Apparatus Engineer.

Every TYPE 6 BRUSH ENGINE, when staffed, shall be staffed by at least two (2) Fire Fighters (with at least four years as an AFD Firefighter).

Every MOBILE INTENSIVE CARE UNIT, when staffed, shall be staffed by at least two (2) employees of the Fire Fighter rank, one (1) of which must be a Municipality of Anchorage Certified Paramedic.

Every BASIC LIFE SUPPORT UNIT, when staffed, shall be staffed by at least two (2) employees of the Fire Fighter rank with at least EMT Certification. The BLS unit may be staffed by employees above the rank of Fire Fighter with at least EMT Certification on a voluntary basis.

Every HAZARDOUS MATERIAL RESPONSE COMPANY, when staffed, shall be staffed by at least three (3) hazardous material technicians from the Department's Hazardous Materials Team.

Any reserve apparatus activated for whatever reason shall be staffed according to the requirements specified above.

16.5.2 Cross Staffing

Cross staffing will be accomplished by whole companies only. When ferrying apparatus, the entire company will travel together. Additional cross-staffing may be allowed by mutual agreement of the Union and the Municipality, however, any cross staffed company that exceeds 360 runs per calendar year will be fully staffed. No apparatus will be cross staffed in lieu of closure. Any closed company that is returned to service will be fully staffed in its original configuration. In emergency situations, employees may not refuse to cross-staff. Crews shall not cross staff to Type 1 Engines, Trucks, BLS transport units, ALS transport units, or Water Tenders.

16.6 The Municipality agrees all apparatus, personal equipment, ladders, and other equipment carried on the apparatus or used in the stations shall comply with applicable State and Federal requirements.

16.7 Drug Testing

AMC 3.30.190-1910 and 1912, Part 19, Rule 19 is hereby adopted.

ARTICLE 17

POSITION CHANGES AND PROBATION

- 17.1 Promotion is the advancement of an employee from a position having a lower salary grade to a higher salary grade. Promotions for or placement in positions covered by this contract, other than those listed in other sections of this Article shall be in accordance with Municipal Personnel Rules as defined in this Agreement.
- 17.1.1 Promotion Eligibility Lists are for the positions of Lead Fire Dispatcher, Safety Officer, Fire Apparatus Engineer, Fire Captain, and Senior Fire Captain. The lists shall remain in effect for a two (2) year period. If there is a need to supplement the list with additional applicants, the department may test in accordance with this article. Supplemental testing components will not be diminished. The supplemental applicants will be placed on the supplemental promotion eligibility list in descending order below the current eligible applicants. The supplemental promotional eligibility list will be in effect for the remainder of the original two (2) year period.
- 17.1.2 A. The testing process shall be announced at least ninety (90) calendar days prior to testing. Any additional testing to create supplemental lists shall require a thirty (30) calendar day notice. For supplemental testing, any changes in the testing process shall require at least ninety (90) calendar days notification. Tests shall be job related and may include written, oral, and/or other methods of performance ratings and/or tests. The Department shall publish the general subject matter and testing policy and procedure, this shall not be changed during the announcement period.
- B. In order to participate in testing employees must apply during the active recruitment period and meet the minimum qualifications as stated on the vacancy announcement. Employees who meet the minimum qualifications, or have any discipline, or convictions that might otherwise eliminate them from consideration during the life of the list, may apply and are eligible to participate in testing. In this case, employees will have their eligibility date for promotion adjusted according to the appropriate timeframe meeting the minimum qualifications or as to such time that the discipline or convictions have reached an acceptable date.
- C. Promotions from these lists shall be in descending order.
- D. Employees on the promotional eligible list who obtain any discipline or conviction shall have their eligibility date adjusted according.
- 17.1.3 The positions of Fire Dispatcher, Fire Fighter, Fire Inspector, Fire Investigator, Fire Logistics Technician, and Fire Training Specialist shall be posted for a minimum of thirty (30) calendar days. Employees who

successfully complete all portions of the testing process shall be afforded a Chief's interview.

- 17.2 Transfer is the lateral movement from one position to another position in the same class, a different class, a parallel class at the same range, or at the same pay range without a break in service. Temporaries cannot be transferred to a regular position.
- 17.2.1 Employees with three (3) years of regular employment with the Fire Department shall be eligible to transfer to another vacant position that the department elects to fill. The employee must meet the position qualifications, pass all required testing when normally scheduled by the department, and complete all pre-hire requirements required of the position. Employees shall be subject to any applicable promotional or other eligibility lists.
 - 17.2.2 Employees in a probationary period are not eligible to transfer.
 - 17.2.3 Requests transfer back to the position from which the employee originally transferred will only be approved after two (2) years from initial date of transfer.
 - 17.2.4 The Fire Chief or designee may reduce the length of service conditions where, in his/her opinion, extenuating circumstances warrant such reduction.
 - 17.2.5 Employees shall complete the probationary period as required by the position.
 - 17.2.6 Employees shall transfer into the various positions at the entry level. However, the pay rate shall be above the probationary and/or entry level rate of pay.
- 17.3 Demotion is the movement of an employee to a position having a salary grade lower than the salary grade of the position in which the employee is employed.
- 17.3.1 Employees must meet the minimum qualifications of the lower grade position, pass all required testing when normally schedule by the department, and complete all pre-hire requirements required of the position. Employees shall be subject to any applicable promotional or other eligibility lists with the exception of employees who have previously held the demoted position.
 - 17.3.2 Employees who have not previously completed the probationary period in the lower classification shall be required to complete the probationary period as required by the position.

17.4 Union Test Representative

For promotional testing, a representative of the Union will be allowed to observe the administration and grading of those exams where such exams are not prepared and graded by a validated testing agency, excluding the Fire Chief's interview. Where a validated testing agency grades an exam, a copy of the scores shall be furnished to the Union. When the Union intends to send a representative to observe the testing process, the representative shall be of equal or greater rank to the position being tested.

17.5 Probationary Periods

- 17.5.1 The initial probationary period for all employees shall be six (6) months with the exception of Fire Dispatcher, Fire Fighter, Fire Inspector, and Fire Investigator. The probationary period for Fire Dispatcher, Fire Inspector, and Fire Investigator will be one (1) year.

The probationary period for Firefighter shall be 18 months from date of hire; in addition Firefighters must obtain the AFD Journeyman Firefighter Certification no later than 48 months from date of hire as a condition of continued employment. Current employees who do not possess an AFD Journeyman Firefighter Certification will have until December 31, 2009 in order to obtain.

- 17.5.2 The probationary period for promotional, transferred, or demoted employees shall be six (6) months except when promoting to Fire Dispatcher, Firefighter, Fire Inspector, and Fire Investigator the probationary period for these positions shall be as listed above in section 17.5.1. In the event an employee does not successfully complete the probationary period, the employees may be returned to their previously held position, if available, or to a vacant position at the same or lower range for which they qualify.

17.5.3 Probation Extensions

Employees on probation who are out for more than 30 calendar days for 6 month probation periods or 60 calendar days for one year probation periods for sick, annual leave, etc may have their probationary period adjusted for the time they were out.

Employees shall not be eligible for any step pay increases that might normally be due until they successfully complete their probationary period.

17.6 Performance Evaluations

- 17.6.1 Performance evaluations will be conducted prior to the completion of the probationary period.

17.6.2 Annual performance evaluations are not required; however, they may be conducted at the Chief's prerogative.

17.7 Firefighter with Paramedic License

Employees will be required to work as a Paramedic until their third year anniversary from attainment of their MICP II. Employees will be required to work as a Paramedic for an additional two (2) years following attainment of their MICP III.

17.8 Red Card Qualification

Kelly shift employees shall qualify for a NWCG Red Card annually.

ARTICLE 18 DUTIES

18.1 The Municipality agrees that employees of the Fire Department shall not be required to perform work normally performed by employees of another union or another Municipal department except where immediate danger to life and property exists. This shall not be interpreted to prevent employees from voluntarily doing ordinary building maintenance or yard work in and about the Fire Stations and other Fire Department facilities such as, but not limited to, gardening work, exchange of light bulbs, minor repair work, or minor interior painting. A refusal by an employee to perform such work shall not cause any prejudice. The Municipality agrees that no employee of the Fire Department will be required under any circumstances to perform law enforcement duties (except for duties within the Fire Prevention division), or duties in connection with riot control or crowd dispersal.

18.1.1 Employees shall be responsible for snow removal from fire station side-walks and from immediately in front of apparatus doors if the Municipality does not contract out for such services. The Municipality shall provide the appropriate snow removal equipment for their use.

18.2 The Municipality agrees that employees of the Fire Department covered by this Agreement may not be assigned to other departments of the Municipality with the exception of light duty and temporary shift accommodations. Assignment from one division to another within the Fire Department shall be the responsibility of the Chief of the Fire Department, however, such assignments shall have the approval of the employee(s) so assigned and such assignment may be appealed through the grievance procedure. The Municipality shall notify the Union in a timely manner of such assignment(s) and its duration prior to implementation. It is understood that it is not the intention of the Municipality to utilize this provision to circumvent the holdover or call-out provisions, and such assignments when made, shall be only on an incidental and temporary basis.

Under no circumstances shall employees placed on a temporary duty assignment, light duty assignment, or temporary shift accommodation (40 hour work week) suffer a reduction in regular pay (including FLSA) or benefits. The employees' regular hours will be converted to a 40 hour schedule for the purposes of time keeping; however, when working overtime related to the 56-hour schedule overtime shall be paid at the 56-hour rate. When working overtime related to the 40 hour work they shall be paid at the 40 hour factored overtime rate.

18.3 Firefighters shall be responsible for washing, cleaning, and maintaining primary responding emergency units. Vehicles assigned to the Fire Chief and the Chief of Operations shall be considered primary response vehicles.

18.4 Worker's Compensation

18.4.1 Injury Leave

An employee covered under this agreement that is injured in the course of their duties and who receives Worker's Compensation benefits shall be on injury leave as follows:

- A. The employee shall make a complete report of the injury to the Alaska Department of Labor through the Fire Chief; and
- B. The employee shall cooperate with the director of Employee Relations or designee to prepare and submit all forms and relevant information related to the employee's injury that the director may request; and
- C. 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
- D. The employee does not use annual leave at any time.

18.4.2 Injury leave will continue from the date of injury until medically certified to return to work in the position previously held or on which they first engage in any occupation for wage or profit other than alternate duties for the Municipality with the exception of being a paid IAFF board member; or

Up to the date which the employee is declared by a physician to be permanently disabled or until certified as permanently disabled by the Anchorage Police and Fire Retirement System or the Public Employees' Retirement System for retirement purposes; or

For one year following the date of original injury, however, the time the employee spends performing alternate duties shall not be included in calculating the one (1) year period; or

Up to the date on which the employee no longer receives disability benefits or is declared to be medically stable and no further temporary disability benefits are payable under AS 23.30, Workers' Compensation.

18.4.3 Once the employee has exhausted their injury leave, the employee will not be terminated for forty-five days.

18.4.4 While an employee is on injury leave, health and life insurance coverage shall be continued. An employee shall receive worker's compensation administrative leave for the first three days of time away from the job

as a result of the injury, as measured from the date on which the workers' compensation is premised. Kelly Schedule employees shall receive a maximum of 39 hours and 40-hour employees a maximum of 24 hours of worker's compensation administrative leave.

18.4.5 The Municipality shall supplement workers' compensation payments to the extent that the injured employee receives no more than ninety percent (90%) of factored pay, with longevity for one year from the date of original injury.

18.4.6 If the employee fails to return to work following proper notice of the termination of injury leave and further absence from work is not authorized by the Fire Chief or designee, the Fire Chief in consultation with the Employee Relations Director may terminate the employee.

18.4.7 Light Duty

An employee who is unable to fully perform the duties of their job classification because of medical reasons may be returned to work in a light duty status, when the doctor certifies that the employee can be returned to light duty and identifies the appropriate limitations for such duty.

Light duty may not exceed one year from the date of disability (employee is released to work with restrictions), however, the Fire Chief may extend this time period. The employee shall provide the department with an updated physician's status report on no more than a bi-weekly basis should the Fire Chief deem it necessary. Employees on light duty shall not suffer a reduction of pay or benefits.

Employees released to light duty are encouraged to schedule injury related doctor's appointments during off duty hours. If the employee is unable to schedule the injury related doctor's appointments on a day off, the employee shall be released from work and allowed reasonable time to attend the appointment. The employee shall be required to provide documentation that the doctor's appointment was attended and was due to the occupational injury/illness. If documentation is not provided, the employee will be required to utilize paid or unpaid leave.

18.5 Employees off duty due to a non-occupational injury

18.5.1 Where employees are off duty as a result of a non-occupational injury for a period of more than one month, the injured employee shall submit to his supervisor a written status report from the attending physician indicating the probable duration of the disability. Should this prognosis change, or the Fire Chief deems it necessary to receive a report on no more than a bi-weekly basis, the employee shall provide the department with an updated status report.

18.5.2 If an employee fails to return to work within one (1) year after the date of the original injury, the Fire Chief in consultation with the Employee Relations Director may terminate the employee's employment. Temporary Shift Accommodations will not count toward this one (1) year period.

18.6 Outside Agency Training and/or Education

When an employee is approved by the Fire Chief to attend voluntary training and/or educational opportunities (i.e. National Fire Academy, Paramedic School, shadowing), and the scheduled training and/or education occurs during normal working hours, participation will be considered regular time. If the scheduled training and/or education occur during a time that is different from the employee's work schedule, an alternate schedule may be arranged. Training and/or education opportunities are not eligible for overtime pay and employees may be placed on a temporary duty assignment (TDA).

ARTICLE 19
REVOCAION/LIMITATION OF DRIVER'S LICENSE

- 19.1 No employee may be deprived of pay or seniority based on the revocation of his driver's license for a violation or violations of the law committed while carrying out the orders of his superior in the course of employment.
- 19.2 When an employees' driver's license has been suspended, canceled, or revoked they shall report this loss of their license prior to the beginning of their next scheduled shift to the Fire Chief.

ARTICLE 20 PERSONNEL REDUCTION

- 20.1 In the Anchorage Fire Department when it is necessary to eliminate positions in the work force for whatever reason, the following procedures are set forth.
- 20.2 For the purposes of this Article, classification shall be defined as those job titles listed in Article 27 of this contract and any subsequently created classifications which fall under the jurisdiction of the contract in accordance with Article 2.
- 20.2.1 Rank, class and classification shall have the same meaning for the purposes of Article 20.
- 20.2.2 An employee who receives a layoff notice or a bumping notice will be allowed, if qualified, to exercise one (1) of two (2) options according to the procedure described in section 20.5. Employees who cannot exercise any of these options will be laid off.
- 20.3 Options A and B, described in section 20.5, are based on position seniority.
- 20.3.1 Position seniority shall be defined as time served in rank. Seniority for placement in the class assumed after the demotion/bumping takes place shall be cumulative and shall be defined as the time served in the classification just previous to this personnel action, plus time previously served in the classification demoted or bumped to. This means that employees being affected shall retain credit for service in the classification laid off or bumped from when calculating their seniority in the new classification.
- EXAMPLE: A Captain whose position is being abolished may bump to Engineer providing he has been an Engineer previously, and his prior time served as Engineer will be combined with his time served as Captain to derive his position seniority for establishing his placement on the Engineer's seniority list.
- 20.3.2 When abolishment of a position will result in a layoff notice, the first employee selected within each classification shall be that of the least senior person in that classification. This means that the employee with the least position seniority in the affected class shall be the first employee to receive notice of layoff. This same principle will apply to demotions or bumping which result from abolishment of positions.
- 20.4 A layoff notice shall be issued to the affected employee(s) along with a list of options at least (14) calendar days prior to the effective date of the layoff.
- 20.4.1 An employee receiving either a layoff or a bumping notice shall have five (5) calendar days in which to decide which option to exercise, and to notify Fire Administration of their decision. Within the first three (3) cal-

endar days of the five (5) calendar day period, the employee shall be responsible for reviewing the options list for accuracy and notifying Fire Administration in writing of any discrepancies or errors in the list; a written receipt will be issued to the employee.

20.5 Options

20.5.1 When a Fire Department employee receives notice of layoff or bumping notice as a result of the layoff procedure, they shall have the following options:

- A. Bump another employee in the same classification who has the least position seniority.
- B. Bump the least senior employee in a classification previously held (not currently held) with the Fire Department or its predecessors provided the employee exercising this option has more position seniority. Previously held shall not include light duty assignments, temporary duty assignments, temporary or permanent acting assignment, sub-fill assignment, auxiliary status, volunteer status, or trainee status in the Fire Fighter's academy prior to graduation.
- C. Notwithstanding any other agreement, "classification previously held," as used herein, shall mean actually having worked in the classification in a full-time, permanent basis.

20.5.2 When bumping rights are exercised, compensation shall be at the pay grade for the classification assumed after the bumping procedure has taken place. The Municipality, however, is not prohibited from disciplining the employee for any violations of rules and regulations.

20.5.3 Bumping driven by Article 20 shall not result in an employee being placed into a classification from which they have been removed for disciplinary reasons.

20.6 In addressing ties for position seniority to determine who will be affected first, the succession shall be as follows:

20.6.1 First, the promotional list from which the affected employees were promoted shall be consulted. The employee with the highest standing on the promotional list shall be the last affected.

20.6.2 In the event the appropriate promotional list is not available, the tie shall be broken based solely upon Department seniority, with the least senior employee being affected first.

NOTE: Defer to the highest level. If promotional lists are available for all employees affected by a tie breaker, they shall be used.

- 20.7 Department seniority shall mean seniority within the Fire Department and shall be computed from the last date of hire to a full time position, to include all time served with the Municipality or predecessor agency Fire Departments. Full time status does not include temporary, auxiliary, or volunteer service.
- 20.7.1 Department seniority shall in no way affect the employee's overall Municipal seniority for the purposes of leave accrual, longevity or fringe benefits. When an employee returns from layoff status their seniority will be bridged. Bridged means that seniority date will be adjusted to exclude the period of time laid off. The period of layoff shall be from the date of termination to the date the employee actually reports for duty.
- 20.7.2 The employee with the longest term of service in the Fire Department shall be number one on the seniority list, and all other employees shall likewise be listed according to length of service with the Fire Department. Seniority lists will be made available to the Union upon request.
- 20.7.3 Tie breaking in questions of Department seniority shall be determined by:
1. Overall entrance score.
 2. If the entrance score is not available, by written score only.
 3. Lottery to be conducted by the Union.

NOTE: Defer to the highest level. If overall entrance scores are available for all employees affected by a tie breaker, they shall be used.

20.8 Bumping

- 20.8.1 If a vacancy exists in a class into which an employee would be eligible to bump, that employee will be placed in the vacancy rather than displacing another employee in that class. This means that vacancies shall be treated as the lowest "seniority" position, and will be filled by bumping employees prior to anyone bumping anyone in an occupied position. If there are multiple classifications into which the employee can bump (whether filled or vacant), an employee can choose the classification into which they will bump.
- 20.8.2 Vacancy factors shall have no bearing on the provisions of this Article. No employee bumped or laid off may be denied reinstatement to their former classification if a vacancy exists in their classification.
- 20.8.3 Special duty pay such as dive team pay, etc., shall continue to be applied to the bumped employee's wages, so long as the Department has contin-

ued use for the employee's special service and the employee maintains proper certification. Merit anniversary date will be the date of demotion (or bumping) to the new position.

- 20.8.4 In order to retain bumping rights, employees must maintain all required certifications for the classification.

20.9 Recall Rights

- 20.9.1 When an employee is laid off or bumped, that employee has recall rights back to a position in the classification they previously held.
- 20.9.2 Recall to positions in a previously held classification shall progress in reverse order of the layoff or bumping procedure.
- 20.9.3 When a non-laid off employee returns to a position in a classification from which they were displaced, their seniority within the class will be adjusted to reflect that they were never displaced.
- 20.9.4 When a represented position vacancy exists, the vacancy may not be filled until the laid off or bumped employee has been offered the opportunity to return to their former classification. The same criteria shall apply when funding for a formerly held classification is restored and new positions are created.
- 20.9.5 Employees who have been laid off or bumped retain recall rights for a term of three (3) years or until such time as they decline the offer to return to their prior classification if the offer occurs prior to the expiration of three (3) years. If the employee declines the recall, they lose their entitlement and must compete for vacancies in the future as provided under this Agreement and in the Personnel Rules.
- 20.9.6 Recall Procedures
- 20.9.7 Employees must provide a current mailing address to the Municipality so that they may be notified of recall. If an employee fails to provide a current mailing address, they will forfeit their recall rights.
- 20.9.8 Recall notice will be sent by certified mail with return receipt requested. The laid off employee will have five (5) calendar days from the date of receipt at the employee's current mailing address on file with the Municipality to accept or decline the recall offer in writing.
- 20.9.9 Upon acceptance, the employee shall have up to thirty (30) calendar days to report to duty. Except in the case of a Departmental emergency, an employee may not report for duty until at least two weeks after the notice is mailed.

20.9.10 Among employees with rehire rights due to occupational or non-occupational injuries, and laid off employees who have recall rights, the following order of preference will be followed:

- A. Occupational injuries
- B. Laid off
- C. Non-occupational injuries

20.10 If an employee receives a bumping notice where the decisions of more senior employees impact the employee's options, that fact will be noted. Employees will be notified if their options change as a result of other employees' decisions. If there are no bumping options for an employee slated for lay-off, they will be informed of that fact and laid off from the Municipality.

20.10.1 Employees who are laid off will go through the normal termination process. Questions regarding retirement, health insurance and related benefit entitlements shall be directed to Records & Benefits.

20.11 Each division shall be defined as determined by the Fire Chief. The division definitions shall not be changed by the Municipality within three (3) months of layoff.

20.12 For the purpose of this Article, if any time period ends on a Municipal recognized holiday, Saturday, or Sunday, the next business day shall be the required response day.

ARTICLE 21
DISCRIMINATION CLAUSE

- 21.1 The Municipality agrees not to discharge, discipline, or discriminate in any way against the employees for union membership, lawful union activities, previous membership in the IAFF, or any other reason prohibited by law. Whenever the masculine form of a word is used herein, the feminine form shall also be meant to apply and singular usage shall also be meant to apply to the plural usage of these words.

ARTICLE 22 SERVICE OUT OF RANK

22.1 Rank for rank provisions will apply where overtime is involved. Employees assuming the duties and responsibilities of a higher or lower rank or acting assignment, whether represented or non represented, shall be compensated at the pay rate of the higher rank, or five (5) percent whichever is greater, for all time actually served, including reasonable preparation and travel time.

22.1.1 For employees assuming duties and responsibilities in a lower rank or acting assignment at the lower rank the pay shall be at the employee's current rate of pay.

When no overtime is involved, the Fire Captain and Senior Fire Captain ranks will be treated as interchangeable. Rank for rank provisions will continue to apply where overtime is involved. This section will expire December 31, 2010 or earlier if there are at least six (6) actors on the Senior Fire Captain promotional list.

22.1.2 Employees shall have the right to refuse acting assignments at a lower rank.

22.2 The Fire Department shall assign only qualified personnel to acting assignments. Only employees achieving placement on promotional lists, employees who have been demoted from the position for non-disciplinary reasons, and/or employees who were previously qualified through the Anchorage Fire Department certification program are eligible to fill acting assignments. Employees shall be assigned to act in the following order for positions that are filled by promotional lists:

A. First, from on-duty actors on the promotional list;

Actors will be given an equal opportunity to act on a rotational basis, as follows:

There shall be no net difference greater than two hundred sixteen (216) hours between actors on the same shift.

Actors who transfer to a different shift shall have their hours transferred to the new shift.

Actors may not decline acting assignments if doing so will cause overtime. The requirement of equal opportunity for acting time, however, will not apply to actors who refuse acting time. They shall continue to receive the same rotational opportunity to receive future acting assignments as other actors.

B. Second, from on-duty employees previously qualified under the Anchorage Fire Department certification program. Previously certified employees will not

be allowed acting assignments for that rank for which they have subsequently failed a promotional exam.

- 22.3 The Municipality maintains the right to fill non-represented acting assignments in the manner which they deem appropriate.
- 22.4 The Department shall call back off-duty employees under the provisions of this labor agreement whenever the on-duty platoon has inadequate personnel to meet the requirements of this agreement.

ARTICLE 23 EDUCATION AND INCENTIVE PAY

23.1 Education

- 23.1.1 Employees who possess a baccalaureate degree from an accredited institution as recognized by the Council for Higher Education Accreditation (CHEA) will receive an eight percent (8%) education pay differential. New Hire probationary employees are eligible for this educational pay differential after successful completion of probation.
- 23.1.2 Employees who possess an Associate of Arts or Associate in Applied Science degree from an accredited institution as recognized by the Council for Higher Education Accreditation (CHEA) in only Fire Science, Fire Administration, Para Medicine or Survival and Rescue will receive a four percent (4%) education pay differential. New Hire probationary employees are eligible for this educational pay differential after successful completion of probation.
- 23.1.3 In no case shall the total post secondary education differential of an employee exceed eight percent (8%).
- 23.1.4 The Municipality agrees to pay for tuition (based on tuition rates for the State of Alaska University system) and any applicable lab fees for college or university classes per semester or quarter hours for job related courses or courses taken as part of a job related degree program. Employees must obtain a passing grade of C or higher, in the course as defined by the college or university in order to be reimbursed by the Municipality.

23.2 Pay Incentives

- 23.2.1 All employees of the Fire Department who complete technical training and maintain any required certification and/or departmental standards listed below shall receive the following special pay differential per course completed:
 - A. Peer Fitness Trainers shall receive one (1) percent.
 - B. ICC Building Plans Examiner or Fire Plans Examiner shall receive one (1) percent.
 - C. Advanced Cardiac Life Support Certification shall receive one (1) percent. Effective January 1, 2010 56-hour employees shall not be eligible to receive the ACLS pay incentive.

- D. Emergency Medical Services (EMS) Incentive table. Effective January 1, 2010 56-hour employees will no longer be eligible to receive the ETT/EMT I pay incentive.

	ETT/ EMT 1	EMT 2	EMT 3	MICP 1	MICP 2	MICP 3
40 hr Employee	1%	2%	3%	7%		
Dispatcher	1%	2%	3%	7%		
Firefighter	1%	2%	3%	7%	14%	21%
Engineer	1%	2%	3%	7%		
Captain	1%	2%	3%	7%		
Senior Captain	1%	2%	3%	7%		
Safety Officer	1%	2%	3%	7%		
Battalion Chief	1%	2%	3%	7%		

- E. When working on a Mobile Intensive Care Unit (MICU) or a Basic Life Support Unit (BLS), any employee assigned to the unit shall receive a 6.5% incentive based on the employee's factored hourly wage rate.
- F. Employees of the Vehicle Maintenance Shop who complete the Emergency Vehicle Technician I (EVT-1) shall receive a two (2%) percent special pay differential and an additional one percent (1%) for every additional level completed. In no case shall an employee receive more than six percent (6%) total for Emergency Vehicle Technician.

23.3 Special Duty Pay Incentives

The Fire Department shall publish the requirements and qualifications for all special team and special duty assignments. Eligibility for such duties and assignments shall be available to all qualified members and open positions shall be filled fairly and equitably and not in a capricious or arbitrary manner. The Fire Chief or designee will determine the size, composition, and membership. Team members shall be required to provide a one (1) year commitment to the team and removal must be requested ninety (90) days in advance, except in the case of a promotion or with the Fire Chief's approval.

Members of a Specialty Emergency Response Team shall receive the following special pay incentive:

- Team shift leaders (3) 6%
- Members assigned to the Designated Core Station(s) 4%
- All other team members 3%

All members assigned to Helitack Duty shall receive a four percent (4%) special pay incentive for all hours assigned. All AFD members shall be eligible for this

position and shall be chosen based on meeting qualifications, and then selected based upon seniority within their assigned shift.

Certified air resource technicians assigned to maintenance and repair shall receive a three percent (3%) special pay incentive.

All certified members assigned to sewing service or small tool/hose repair shall receive a one percent (1%) special pay incentive.

23.3.1 In order to be eligible to receive any special pay incentives recognized in this Agreement, employees must maintain their proficiency in accordance with Department standards. Recertification courses shall be provided by the Department at least yearly at no cost to the employee. The Municipality shall provide sufficient on-duty training hours annually to maintain all certifications and licensures required as a condition of employment or to maintain incentives under this agreement. Employees who do not avail themselves of Department training must recertify on their own time and expense.

23.3.2 Employees failing to maintain their technical training certification as provided for in this Agreement will have their special duty incentive pay withdrawn.

23.4 Employees who are assigned to the Training Center to instruct courses on a Temporary Duty Assignment (TDA) for at least one week shall receive a 4% special duty pay incentive.

23.5 Performance Incentive Pay – 56 Hour Employees

23.5.1 Prequalification

56 hour employees must prequalify on an annual basis for the performance incentive pay, however, firefighters are eligible after four (4) years with AFD and completion of the AFD Journeyman Firefighter Certification. The qualification period shall be the 12-month period beginning January 1 of each year. During the qualification period, the employee must demonstrate positive performance to achieve the performance incentive pay. When the employee qualifies for the performance incentive pay, the employee shall be so placed for the one-year period commencing with the first day of the pay period closest to February 1 in the year following the qualification period.

23.5.2 Performance Incentive Pay and Eligibility

The performance incentive pay shall represent a 5% increase over the base pay in the 56 hour employee's pay schedule. Employees who accu-

accumulate four points during the qualification period shall be eligible for the performance incentive pay step.

23.5.3 Points

Employees can accumulate points during the qualification period in the following categories:

A. Safety

If the employee has had no avoidable accidents (property or people damage) during the qualification period: 1 Point.

Two points can be earned in each of the following categories, however, a third point could be earned with prior committee approval.

B. Training

If the employee participates in 20 hours of approved training on an off-duty basis during the qualification period: 1 Point. If the employee participates in 40 hours of approved training on an off-duty basis during the qualification period: 2 Point

The attendance at the training must be on the employee's own time and, if an expense is incurred in attending the training, at the employee's own expense. The parties agree that attendance at such training is not compensable work under the FLSA.

C. Teaching

If the employee teaches a course approved by the Chief or designee to their battalion or equivalent, or other course with the prior approval of the Committee during the qualification period: 1 Point

D. Community Service

If the employee participates in one of the approved Community Service programs in the Municipality for a minimum of 40 documented hours (15 hours may be on-duty): 1 Points. For 80 documented hours (30 hours may be on-duty): 2 Points.

E. Committee Participation

If the employee volunteers and is an active member (attend at least 80% of meetings/events) during the qualification period: 1 Point.

An employee who receives discipline higher than a written reprimand with time off during the qualification period shall receive one negative point for each discipline with time off.

23.5.4 Performance Incentive Pay Committee

A Performance Incentive Pay Committee of six persons, three of whom shall be appointed by each party, will be responsible for administering this section of the article. The Committee will meet quarterly. Decisions of the Committee are final and not subject to grievance. In the event the Committee is deadlocked on an issue, the tie shall be broken by the vote of the Fire Chief or designee. This Committee is responsible for the approval (or disapproval) of all training classes/courses.

It is the employee's responsibility to complete and submit all required documentation to the Committee at least thirty days prior to the event in order for the Committee to determine if it is qualifying.

ARTICLE 24 MUTUAL EXCHANGE OF INFORMATION

- 24.1 The Municipality shall provide the Union with current copies of the Personnel Rules and Regulations, all P&I's, all published memos, promotional lists, and any other documents or information normally sent to the stations and required for correct operational procedures. Such documentation shall be provided in electronic form at the same time as it is dispersed to the stations, and shall include any updates or changes subsequently produced. The Municipality shall also send to the union written notice in a timely manner, as to the status of employees on TDY, injury leave and long term leave of absences. The Union agrees to provide the Municipality with current copies of the International and Local Union's Constitution and Bylaws, and any changes thereto as well as the Local's newsletters of a non-confidential nature. The Fire Department and the Union Executive Board agree to notify each other in the event of a serious injury or death to any Anchorage Fire Department employee or their family.
- 24.1.1 The Union President or their designee may use the Municipal mail system or computer system in order to disseminate official union information within the Fire Department that is not of political nature. In the event information requires dissemination outside the Fire Department, it shall be referred to the Municipality's Employee Relations Director for approval.
- 24.2 The Fire Department shall provide a distribution box in Fire Administration for the Union to receive any distributions, correspondence, etc., as required in Article 24.1.
- 24.3 The parties agree they will meet and confer in good faith at reasonable times and places concerning this Agreement, and its interpretation or any other matter of mutual concern to the Union and the Municipality. The parties further agree that either party may request, in writing delivered to the other, that the parties confer within 14 days after the date of delivery of the request, which request shall specify the matter to be discussed. An inexcusable refusal to meet and confer in response to such request shall be a violation of this Agreement. There shall be no obligation on the part of either party to reopen, modify, amend or otherwise alter the terminology or interpretation of this Agreement or to make any other agreement as a result of such conferences nor shall the requirement for such conferences alter the rights or obligations of the parties under this Agreement.

ARTICLE 25
SEPARABILITY AND SAVINGS CLAUSE

- 25.1 The parties have negotiated and entered into this Agreement with the mutual belief and intent that all of its terms are lawful and valid. The parties agree to interpret and apply the terms of this Agreement in a way which does not violate applicable law, if possible. In the event that any of the provisions of this Agreement shall be declared by a court of competent jurisdiction, or the Municipal Employee Relations Board, where it has jurisdiction, to be invalid for any cause, the invalid provision shall be deemed to be null and void and the remainder of this Agreement shall continue in full force and effect. The parties hereto agree that within thirty (30) calendar days after a provision has been declared invalid, they will commence negotiations with regard to such invalid provision and any other provisions of this Agreement which are affected by the invalidation. In the event that the parties do not reach agreement on contract amendments with regard to such invalidated provision, the parties shall continue to abide by all other terms of this Agreement as though the invalid provision did not exist.

ARTICLE 26 STATION AND SHIFT ASSIGNMENTS

26.1 Operational Needs

In keeping with the mission of the fire department, operational needs shall be of paramount consideration. When any such assignments are necessary or where special issues or problems arise that may not be addressed herein, the Union President or designee will be consulted prior to any changes being made in the operational needs requirements of this department.

26.1.1 The minimum staffing requirements, for specialty teams, shall be determined by the Deputy Chief of Operations. Operational needs may be used by the Department to maintain the minimum staffing requirements of a specialty team. When minimum staffing requirements are satisfied, seniority shall be the determinant used to award bids. When the employee leaving a specialty team can be replaced by a qualified employee bidding onto that same team, the ninety (90) day required notice to leave that team will be waived.

26.2 Station and shift assignments will be done fairly, consistently, and equitably. When shift or station reassignments are necessary, they shall be done on a voluntary basis, and if no volunteers are available the employee with the least position seniority meeting the posted operational needs shall be reassigned.

26.3 The Fire Chief may make reassignments in the case of irreconcilable differences or based on progressive discipline problems where the employee will have a work improvement plan and be moved to a different station, shift, or other work location to be given the opportunity to be successful.

26.4 Pre-bids

26.4.1 Up to six prioritized bids will be held for any employee which will be published for viewing by any employee of the Fire Department. If multiple vacancies exist simultaneously that will create or result in forced moves there will be an attempt to contact the employee to determine their choice. If the employee cannot be contacted, the stated priority shall be the determinant.

26.4.2 Dispatch employees shall re-bid their shifts annually prior to leave picks.

26.5 Filling Vacancies

26.5.1 When a vacancy occurs the employee having seniority in rank who bid for the vacancy that meets the posted operational needs shall be appointed. The successful bidder shall be notified of the new assignment, and the reporting date.

- 26.5.2 Only those pre-bid requests that predate the vacancy will be considered. Those submitted on the day of the vacancy or thereafter will only be considered after the five-day vacancy announcement, if required, as specified below.
- 26.5.3 A vacancy will be considered to occur on the date that the personnel action is effective (promotion, retirement, transfer, etc.).
- 26.5.4 All subsequent vacancies created by voluntary personnel reassignments that can be filled with pre-existing bids will be considered to have occurred on the same day.
- 26.5.5 If no pre-bid for a vacancy is on file, the position shall be advertised for a minimum of five calendar days. Of the bids that are received during the five-day vacancy announcement, the employee having the most seniority in rank that meets the posted operational needs shall be appointed. If no bids are submitted during the five-day announcement, the unassigned employee with the least seniority in rank on shift (if any) shall be reassigned.

If there are no unassigned employees in rank on shift, the least senior employee in rank on shift at any station with staffing exceeding the desired minimum will be reassigned. If there are no unassigned employees in rank on shift, or employees in rank exceeding the desired minimum staffing on shift, the least senior employee in rank department-wide that exceeds the desired minimum will be reassigned.

- 26.6 Battalion Chiefs shall have discretion in assigning probationary employees. Permanently assigned employees may be temporarily reassigned to accommodate the probationary assignment and their preceptor, if applicable.

26.7 Assigning Actors

Actors may be reassigned as evenly as possible amongst the three shifts. Where an inequity between shifts exists in available acting assignments, mandatory transfers may be made. In such a case volunteers will be solicited first and then the least senior (departmental) persons by shift will be transferred.

26.8 Assignment Rights

Under no circumstances shall an employee be forcibly reassigned more than once during any six-month period. Any employee forcibly moved will have preferential bidding rights to his previously held position, unless superseded by another operational need, disciplinary move, or irreconcilable differences. If the employee's previously held position was above the desired minimum for their station, that position will be held open until the employee is able to return or is voluntarily reassigned elsewhere.

- 26.8.1 For the purposes of this article, the desired minimum staffing will be the number of pre-established positions determined by the DC of Operations that generally results in four-person fire companies, and is not the same as minimum staffing.
- 26.9 Any employee refused a permanent assignment shall have the opportunity to request in writing a response as to the nature of the denied request. This shall include employees displaced by any operational need requirements. Appeal rights shall be as defined.
- 26.10 Operational needs notwithstanding, nothing shall prohibit temporary, voluntary reassignments to accommodate special projects or temporary needs, however upon completion of a project, employees who were displaced shall be returned to their permanent assignment.
- 26.11 Probation and Promotions
- 26.11.1 New-hire employees on probation (promoted employees excluded) may submit pre-bids but will not be assigned or considered for permanent assignment until their probation is completed. Similarly, employees on promotional lists may submit bids for future positions, but will not be considered until actually promoted.
- 26.11.2 Paramedics that have completed their probation but remain in internship may be awarded permanent assignments, but their reassignment date may be postponed until completion of their internship.
- 26.11.3 Promoted employees on probation for their new position may bid initially into a permanent assignment but, for the purpose of evaluation and development, will not be eligible for subsequent reassignment for the duration of their probation unless there is no resultant change in supervisor or unless it's determined that the re-assignment is in the best interest of the department and the employee.
- 26.12 Mutual Transfers
- Trading of assignments will be allowed. If either mutually traded assignment becomes vacant within 120 days, both assignments shall be posted for bidding.
- 26.13 Conflict Resolution
- Where special issues or problems arise that may not be addressed herein, such issues shall be submitted to the union president or designee for resolution.

ARTICLE 27
CLASSIFICATIONS AND WAGES

27.1 Classifications

A. 40-hour work week classifications in effect January 1, 2009:

Range	Classification
7	Fire Office Assistant
8	Fire Senior Office Assistant
9	Fire Office Associate
9	Fire Payroll Associate
11	Fire Administrative Services Associate
11	Fire Payroll Specialist
23	Fire Logistics Technician
23	Fire Equipment Service Technician
23	Fire Fuel Specialist
23	Fire Dispatcher
24	Fire Lead Dispatcher
27	Fire Mechanic
28	Fire Lead Mechanic
29	Fire Communications Officer
29	Fire Inspector
29	Fire Investigator
29	Fire Training Specialist
29	Fire Training Multimedia Video Producer
30	Fire Senior Inspector

B. 56-hour (Kelly Schedule) classifications in effect January 1, 2009:

Range	Classification
25	Fire Fighter
27	Fire Apparatus Engineer
29	Fire Captain
31	Senior Fire Captain
32	Safety Officer
32	Fire Battalion Chief

- 27.1.1 The employees in range 11 classification titles: Fire Program Associate and Fire Training Associate shall be reclassified to Fire Administrative Services Associate.
- 27.1.2 The EMS Supply Clerk and Fire Parts Expeditor will be reclassified to range 23 Fire Logistics Technician.
- 27.1.3 The current incumbent in the range 27 Fire Logistics Technician shall retain the range 27 salary; however, when the position is vacant it will be a range 23.
- 27.1.4 When the base rate of the range 32 Safety Officer classification becomes equal to or is exceeded by the Range 31 base rate, the Safety Officer classification will be reclassified to a Range 31 Safety Officer.

27.2 Wages

27.2.1 Base wage schedule in effect December 31, 2008:

Wage plan for 40 hour work week:

Range	Step 1	Step 2
7	\$13.34	\$14.00
8	\$19.68	\$20.66
9	\$21.70	\$22.79
11	\$23.94	\$25.14
23	\$28.25	\$29.67
24	\$31.16	\$32.72
27	\$33.32	\$34.98
28	\$36.73	\$38.56
29	\$35.74	\$37.53

Wage plan for 56 hour work week:

Range	Step 1	Step 2	Step 3	Step 4
25	\$15.49	\$17.07	\$22.17	\$23.25
27	\$25.29			
29	\$26.80			
31	\$28.68			
32	\$30.58			

27.2.2 This wage schedule reflects a three percent (3%) across the board wage increase over the wage schedule in 27.2.1 effective the first full pay period closest to January 1, 2009.

Note: This wage scale includes the eight percent (8%) rank separation from Firefighter to Engineer, Engineer to Captain, and Captain to Senior Captain as outlined in Article 27.3.1

Wage Plan for 40 hour work week:

Range	Step 1	Step 2
7	\$13.74	\$14.42
8	\$20.27	\$21.28
9	\$22.35	\$23.47
11	\$24.66	\$25.89
23	\$29.10	\$30.56
24	\$32.09	\$33.70
27	\$34.32	\$36.03
28	\$37.83	\$39.72
29	\$36.81	\$38.66
30	\$41.71	

Wage plan for 56 hour work week:

Range	Step 1	Step 2	Step 3	Step 4
25	\$15.95	\$17.58	\$22.84	\$23.95
27	\$26.05			
29	\$28.13			
31	\$30.38			
32	\$31.50			

- 27.2.3 Effective the first full pay period closest to January 1, 2010, all employees will receive a cost of living wage increase. The increase shall be the five (5) year average of the August 2009 Anchorage CPI-u, with a minimum of 2.9% and a maximum of 4.5%.
- 27.2.4 Effective the first full pay period closest to January 1, 2011, all employees will receive a cost of living wage increase. The increase shall be the five (5) year average of the August 2010 Anchorage CPI-u, with a minimum of 2.9% and a maximum of 4.5%.
- 27.2.5 Effective the first full pay period closest to January 1, 2012, all employees will receive a cost of living wage increase. The increase shall be the five (5) year average of the August 2011 Anchorage CPI-u, with a minimum of 2.9% and a maximum of 4.5%.
- 27.2.6 Effective the first full pay period closest to January 1, 2013, all employees will receive a cost of living wage increase. The increase shall be the five (5) year average of the August 2012 Anchorage CPI-u, with a minimum of 2.9% and a maximum of 4.5%.

27.3 Rank Adjustments:

Adjustments to base wages shall be made to create a separation between the following ranks: Firefighter to Engineer, Engineer to Captain, and Captain to Senior Captain.

- 27.3.1 Effective January 1, 2009, there shall be a separation of eight percent (8%) between the ranks listed above. There shall be no reduction to current base wages.
- 27.3.2 Effective January 1, 2010, there shall be a separation of nine percent (9%) between the ranks listed above.
- 27.3.3 Effective January 1, 2011, there shall be a separation of ten percent (10%) between the ranks listed above.

- 27.4 Allocated Hours. Rates of pay established by this contract shall be paid on an allocated basis for the 56-hour Kelly shift employees.
- 27.5 Longevity. Longevity shall continue to be paid to qualifying individuals in accordance with Articles 12.7(c) and 12.7(d) of the Municipality Personnel Rules dated July 26, 1994. Service Recognition shall not apply to Union employees.
- 27.6 Differential Pay. Differential pay for educational differentials, incentives and performance step pay shall be in addition to the rates of pay specified in this article.
- 27.7 Travel Premium. After reporting for duty at their assigned work site, any employee who is ordered to report to a different work site shall be paid travel premium in accordance with Municipality Operating Policy and Procedure 76-1. Any subsequent travel during the same shift/day shall be compensated in the same manner.
- 27.8 Employees are eligible to participate in the 401(k) plan of the Municipality. Participation shall be voluntary. Contributions by the Municipality are not required.
- 27.9 Employees overpaid by the Municipality will be given a thirty (30) day notice when the over payment occurred more than ninety (90) days prior to any wage garnishment. The garnishment may not exceed \$200 (two hundred dollars) per pay period unless the employee agrees.
- 27.10 Employees in the Firefighter classification shall advance through wage steps once they have completed all the required training and have obtained the required certifications. However, employees shall not be eligible to advance through the wage steps prior to the following time frames:
- Step 1 – Date of Hire
 - Step 2 – Completion of Phase I of the Academy
 - Step 3 – Completion of Phase II of the Academy
 - Step 4 – 18 months from hire date
- While in the academy Firefighters will have their salary converted to a 40 hour rate and shall not be eligible for allocated hours.
- 27.11 Probationary Fire Inspectors who received the required ICC (or other MOA code group) fire code and plans examiner certification at six (6) months or later shall be advanced to step 2 in the wage scale but will still be required to complete the one year probationary period.

ARTICLE 28
DURATION OF AGREEMENT AND SIGNATURE PAGE

- 28.1 Unless otherwise specified in this Agreement, each of its provisions shall be effective January 1, 2009 and each of its provisions shall remain in effect from their effective dates through December 31, 2013, and shall continue in effect thereafter from year-to-year.
- 28.2 Either party shall give at least ninety (90) days written notice to the other prior to December 31, 2013, or any year thereafter, of its desire that the Agreement shall be renegotiated.
- 28.3 Upon expiration of this Agreement, the wages, hours, and terms and conditions of employment established herein shall not be changed except in the manner provided by law for resolving collective bargaining impasses or by mutual agreement.
- 28.4 The parties agree to meet no later than June 30, 2011 to discuss Fire Captain and Senior Fire Captain classification title changes.
- 28.5 The Municipality and the Union agree to meet and discuss the possibility of a 56-hour Dispatch Center.
- 28.6 The parties agree to work towards a Defined Benefit Retirement System for Union employees.


This agreement is executed on this 17th day of December, 2008, by the duly authorized representatives of the parties hereto;

Anchorage Firefighters Union
IAFF Local 1264, AFL-CIO
A Professional Fire Service Association;

Municipality of Anchorage;



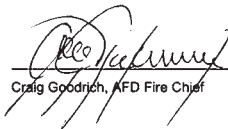
Tom Wescott, IAFF Local 1264 President



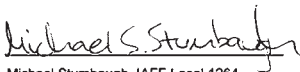
Mark Begich, Mayor



Rod Harris, IAFF Local 1264



Craig Goodrich, AFD Fire Chief



Michael Stumbaugh, IAFF Local 1264



Lisa Arnold, Labor Relations Director



James Gray, IAFF Local 1264



Doug Schrage, AFD Deputy Chief



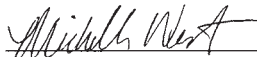
Jaime Leon, IAFF Local 1264



Karen Norsworthy, AFD Human Resources



Chuck Dunnagan, IAFF Local 1264 Counsel



Michelle Weston, AFD Deputy Chief



Brian Keene, AFD Assistant Chief

