

ADMINISTRATIVE AGREEMENT
by and between
MUNICIPALITY OF ANCHORAGE
and the
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1264
IAFF-2016-04

Subject: Training Special Duty Premium Pay

This Administrative Agreement is between the Municipality of Anchorage (Municipality) and the International Association of Fire Fighters, Local 1264 (IAFF). The Municipality and IAFF are parties to a Labor Contract Agreement approved July 14, 2015.

This Administrative Agreement resolves a dispute in regards to the intent and interpretation of the language in Section 23.4, which states that 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 four percent (4%) special duty premium pay for all hours worked performing the assigned duties. The Municipality and the IAFF disagreed on whether the four percent (4%) special duty premium pay should be paid on the 56 hour factored rate of pay or the converted 40 hour factored rate of pay. The parties have worked to resolve this dispute by changing contract language to clarify that the four percent (4%) special duty premium pay will be paid on the converted 40 hour factored rate of pay.

1. Effective upon Assembly approval of this Agreement, language in 23.4 will be amended as follows:

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 four percent (4%) special duty premium pay based on their converted 40 hour factored rate of pay for all hours worked performing the assigned duties.

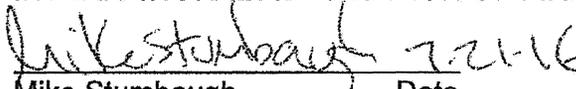
Pursuant to Anchorage Municipal Code (AMC) 3.70.130 D., each and every collective bargaining contract, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall include a summary of requirements and remedial provisions, and the certification under oath or affirmation by each duly authorized representative signing on behalf of a party. The duly authorized representatives, on behalf of the parties to this agreement, hereby affirm and certify as follows:

- A. This agreement complies with AMC 3.70.130.
- B. AMC 3.70.130 requires Assembly approval of all modifications and amendments, no matter how denominated.
- C. Absent Assembly approval as required by AMC 3.70.130, any modification or amendment, no matter how denominated, shall be deemed null and void, and any payments made shall be recoverable by the Municipality.
- D. Absent Assembly approval as required by AMC 3.70.130, written clarifications and interpretations within the definition of "administrative letter" are invalid.

- E. AMC 3.70.010 prohibits the use of administrative letters to vary the explicit terms of a labor agreement.
- F. Intentional actions in violation of AMC 3.70.130 are subject to fines and penalties under AMC 1.45.010.
- G. Remedial actions: In the event the provisions of AMC 3.70.130 are violated by administrative action, any labor agreement, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall be null and void with no force or effect.

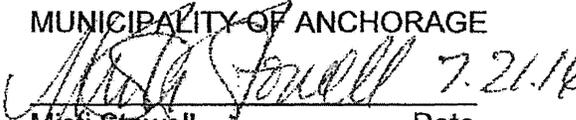
AGREED TO AND SIGNED FOR BY:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1264

 7.21.16

Mike Stumbaugh Date
IAFF President

MUNICIPALITY OF ANCHORAGE

 7.21.16

Misti Stowell Date
Labor Relations Director