

**LETTER OF AGREEMENT**

**by and between**

**MUNICIPALITY OF ANCHORAGE (MOA)**

**and the**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1264 (IAFF)**

**Subject: Wages and Contract Extension**

**Number: IAFF - 001**

The Municipality Of Anchorage has a significant budget shortfall for fiscal year 2009. The MOA and IAFF have worked collaboratively to assist in reducing the budget shortage and have agreed to the following changes to their collective bargaining agreement.

**A. 2009 Wage Concessions**

The following is new language:

**Article 27.2.2.1**

This wage schedule reflects a prospective roll back of the three percent (3%) increase contained in Article 27.2.2 effective the first full pay period after the Assembly approves this agreement.

Wage Plan for 40 hour work week:

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>
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
30	\$40.49	

Wage plan for 56 hour work week:

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

The following is *new* language:

Article 27.2.2.2

Any employee who retires prior to January 5, 2011 will receive the three percent (3%) increase retroactively from the effective date (from the first full pay period after the Assembly approves this agreement).

The following will replace Article 27.2.4 language:

Effective the first full pay period closest to January 1, 2011, all employees will receive a cost of living wage increase *equal to the* five (5) year average of the August 2010 Anchorage CPI-u, with a minimum of 2.9% and a maximum of 4.5% plus an additional one percent (1%).

The following will replace Article 27.2.5 language:

Effective the first full pay period closest to January 1, 2012, all employees will receive a cost of living increase *equal to the* five (5) year average of the August 2011 Anchorage CPI-u, with a minimum of 2.9% and a maximum of 4.5% plus an additional one percent (1%).

Article 27.3.1 language will be amended to read:

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. Effective the first full pay period after the Assembly approves this Agreement, the separation between the ranks put into effect with this paragraph shall be eliminated prospectively.

The following will replace Article 28.1 language:

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, 2014*, and shall continue in effect thereafter from year-to-year.

The following will replace Article 28.2 language:

Either party shall give at least ninety (90) days written notice to the other prior to *December 31, 2014*, or any year thereafter, of its desire that the Agreement shall be renegotiated.

The following *new* language will be added as Article 28.7:

The Union shall have the option to require the contract be "opened" for the sole purpose of negotiating an increase in wages for the period January 1 to December 31, 2014. If the Union elects to exercise this option, it shall give at least ninety (90) days written notice to the Municipality prior to December 31, 2013.

## B. Optional 2010 Wage Concessions

*The MOA may, at its sole discretion, elect not to provide the Performance Incentive Pay (PIP) to 56-hour employees pursuant to Article 23.5 only for the year 2010. Should the MOA elect not to provide the PIP to 56-hour employees, the MOA must give written notice to the IAFF no later than September 15, 2009. If the MOA exercises this option, the amendments to the following six (6) articles of the contract language will be adopted together; none shall be adopted on their own.*

- 1) The following language is to replace Article 23.2.1.C language:

Advanced Cardiac Life Support Certification shall receive one (1) percent. Effective *January 1, 2011*, 56-hour employees shall not be eligible to receive the ACLS pay incentive.

- 2) The following language is to amend Article 23.2.1.D language (excluding the EMS Incentive Table):

Emergency Medical Services (EMS) Incentive table. Effective *January 1, 2011*, 56-hour employees shall not be eligible to receive the ETT/EMT I pay incentive.

- 3) The following language is to replace Article 23.5.1 language:

### 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. *There shall be no Performance Pay Incentive for 2010. The qualification period for 2011 shall be the 24-month period beginning January 1 of 2009. The qualification period for each year thereafter 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.

- 4) The following language is to replace Article 28.1 language:

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, 2015*, and shall continue in effect thereafter from year-to-year.

- 5) The following language is to replace Article 28.2 language:

Either party shall give at least ninety (90) days written notice to the other prior to *December 31, 2015*, or any year thereafter, of its desire that the Agreement shall be renegotiated.

6) The following language is *new* language to be added as Article 28.8:

The Union shall have the option to require the contract be "opened" for the sole purpose of negotiating an increase in wages for the period January 1 to December 31, 2015. If the Union elects to exercise this option, it shall give at least ninety (90) days written notice to the Municipality prior to December 31, 2014.

The parties agree this agreement is non-precedent setting.

The parties agree this agreement cannot be introduced nor have any evidentiary value in any grievance, ULP, hearing, or legal matter between the parties except to enforce its terms.

The parties agree this agreement modifies the collective bargaining agreement between the parties.

IN WITNESS WHEREOF, this Agreement is entered into freely and voluntarily, as evidenced by the signatures of the parties below.

SIGNED FOR THE IAFF

SIGNED FOR THE MOA

By \_\_\_\_\_  
Tom Wescott  
President IAFF

By \_\_\_\_\_  
Lisa Arnold  
Acting Employee Relations Director

Date \_\_\_\_\_

Date \_\_\_\_\_

IAFF Tentative Agreement:     TW    

MOA Tentative Agreement:     LA     Date: 4/3/09