

# LETTER OF AGREEMENT

by and between

MUNICIPALITY OF ANCHORAGE

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL  
1547

Subject: Night Service Crew Shift Differential & Call-Out Pay

IBEW-2015-03

This Letter of Agreement ("Agreement") is between the Municipality of Anchorage (MOA) and the International Brotherhood of Electrical Workers, Local 1547 (IBEW). The MOA and the IBEW are parties to a Collective Bargaining Agreement (CBA).

The purpose of this agreement is to clarify problematic language within the approved CBA. Language was discovered that will negatively impact department operations and provides inconsistencies in the CBA. The MOA and the IBEW worked collaboratively to resolve these issues to prevent future grievances. One change is a consistency change to pay shift differential for all hours worked.. The second change clarifies language to separate a phone call-out where an employee can resolve a work related issue from home from an actual call-out where an employee is required to return to work.

1. Effective the beginning of the first full pay period after Assembly approval of this Agreement, language in Operations Division Work Rules will be amended as follows:

Section 9.1.3 O. Night Service Crew

1. The Municipality may schedule a two-man loop-wagon crew consisting of a leadman and a journeyman to work a swing shift at a shift differential of fifteen percent (15%) for all hours worked ~~during the normal work week of Monday through Friday~~. This crew will perform all duties assigned within the limitations of safety constraints except that service installations will be limited to daylight hours.

2. Effective the beginning of the first full pay period after Assembly approval of this Agreement, the Call-Out provisions will be amended as follows:

## Section 5.6 Call-Out

When employees are called back to work to perform unscheduled work after they have completed their scheduled shift (clocked out) and prior to the start of their next scheduled shift. All call-outs shall be assigned by the MOA.

- A. An employee who is working in call-out status shall be compensated a minimum of two (2) hours at the factored overtime rate of pay, or all hours actually worked if the hours exceed the two (2) hours minimum.
- B. An employee who is released from work and called back prior to the end of the two (2) hour minimum would still be considered on the same call-out, and continue to be paid at the factored overtime rate of pay.

B. Call out is also defined when employees are called on the phone to resolve a work related issue after they have completed (clocked out) their scheduled shift and prior to the start of their next scheduled shift. Employees in this call out status shall be compensated at the overtime factored rate of pay for all hours worked with a guarantee of at least one (1) hour of overtime. Multiple phone calls within one hour of the first phone call will not be considered another call out; only one minimum guarantee will apply.

Employees who are compensated under the standby provision will not be eligible to receive the one (1) hour guarantee if they resolve the issue over the phone while on standby. Employees on standby will be paid for actual time spent on the phone resolving an issue pursuant to the overtime provisions.

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.

**SIGNED FOR THE MUNICIPALITY:**

**SIGNED FOR THE IBEW:**



Candace Sherwood                      Date  
Deputy Director, Employee Relations



Dusty Menefee                      Date  
IBEW Chief Shop Steward