

Submitted by: Chairman of the Assembly at the Request  
of the Mayor

**CLERK'S OFFICE**

**APPROVED**

Date: 5-13-03

Prepared By: Employee Relations Department

For Reading: May 13, 2003

ANCHORAGE ALASKA

AR No 2003- 128

**A RESOLUTION AMENDING THE APRIL 19, 1998, TO JUNE 30, 2004, COLLECTIVE  
BARGAINING AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE  
(MOA) AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL  
1264 (IAFF)**

WHEREAS, the Municipality of Anchorage (hereinafter MOA) and the International Association of Firefighters, Local 1264 (hereinafter IAFF) have negotiated an amendment to the existing Collective Bargaining Agreement (CBA); and

WHEREAS, on February 27, 2003, the IAFF membership ratified the contract amendment with a vote of 91 to 32; and

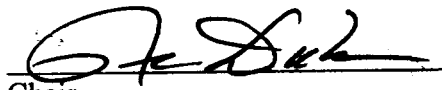
WHEREAS, Anchorage Municipal Code subsection 3.70.130A., *Contracts and amendments*, requires that the agreement be submitted to the assembly for ratification in the same manner as a municipal ordinance; now therefore,

**THE ANCHORAGE ASSEMBLY RESOLVES:**

**Section 1.** The February 2003 Contract Amendment to the April 19, 1998 to June 30, 2004, CBA between the MOA and the IAFF is approved.

**Section 2.** This resolution is effective immediately upon passage and approval.

PASSED AND APPROVED by the Anchorage Assembly this 13<sup>th</sup> day of May, 2003.

  
Chair

**ATTEST:**

  
Municipal Clerk

**MUNICIPALITY OF ANCHORAGE**  
**Summary of Economic Effects -- General Government**

AR 2003- 128

Title: **Amendment to Collective Bargaining Agreement between the  
International Association of Firefighters and the MOA**

Sponsor: **AFD**  
Preparing Agency: **AFD**  
Others Impacted: **N/A**

<b>CHANGES IN EXPENDITURES AND REVENUES:</b>		<b>(In Thousands of Dollars)</b>				
	<b>FY03</b>	<b>FY04</b>	<b>FY05</b>	<b>FY06</b>	<b>FY07</b>	
<b>Operating Expenditures</b>						
1000 Personal Services						
2000 Non-Labor						
3900 Contributions						
4000 Debt Service						
<b>TOTAL DIRECT COSTS:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
Add: 6000 Charges from Others						
Less: 7000 Charges to Others						
<b>FUNCTION COST:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>REVENUES:</b>						
<b>CAPITAL:</b>						
<b>POSITIONS: FT/PT and Temp</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	

**PUBLIC SECTOR ECONOMIC EFFECTS:**

A net "no cost" contract amendment which addresses a number of outstanding IAFF issues. In so doing, maintain good employee morale, and further facilitate the effective and efficient delivery of services to the public.

**SUMMARY OF ECONOMIC EFFECTS**

**PRIVATE SECTOR ECONOMIC EFFECTS:**

No financial impact because there is not net increase in departmental operating expenses.

Prepared by:	<u>Lawrence A. Jones</u>	Telephone: <u>267-4938</u>
Validated by OMB:	<u></u>	Date: <u></u>
Approved by:	<u>John Fullenwider, Fire Chief</u>	
Concurred by:	<u>(SEE ABOVE)</u>	
Approved by:	<u>Harry J. Kielsing, Municipal Manager</u>	



# MUNICIPALITY OF ANCHORAGE

## ASSEMBLY MEMORANDUM

No. AM 438 -2003

Meeting Date: May 13, 2003

1 From: Mayor

2  
3 Subject: A Resolution Amending the April 19, 1998 to June 30, 2004, Collective  
4 Bargaining Agreement Between the Municipality of Anchorage (MOA) and  
5 the International Association of Firefighters, Local 1264 (IAFF)  
6

7 In accordance with the MOA and IAFF Contract Settlement of June/July 2000 Side Letter, Item  
8 #3, dated July 6, 2000, MOA and IAFF have met regarding items of concern raised in the 2000  
9 Anchorage Fire Department TriData Audit Report and other operational concerns. The MOA  
10 and the IAFF have mutually reached agreement on the issues as identified in the proposed  
11 contract amendment (Attachment A) to the April 19, 1998 to June 30, 2004, Collective  
12 Bargaining Agreement between the MOA and IAFF. The proposed contract amendment  
13 (Attachment A) amends the following sections:  
14

- 15 1. Section 2.2, Creation of New Job Class: add a new job classification and  
16 corresponding pay range, "Fire Payroll Clerk" (Range 11F).  
17  
18 2. Section 5.2, Payroll Checkoff: allow automatic payroll deduction for PAC  
19 contributions.  
20  
21 3. Section 9.1, Rehiring Procedures: amend current contract language regarding the  
22 rehire of bargaining unit members separated in good standing, including applicable  
23 eligibility criteria.  
24  
25 4. Section 11.6, Rank for Rank Call-back: amend current contract language allowing an  
26 exception to the "rank for rank" requirement with regard to Firefighter/Paramedics on  
27 promotional lists, and the call-in of a paramedic, in lieu of an on-shift "actor, if the Fire  
28 Chief or his designee deems it necessary."  
29  
30 5. Section 14.6, Sick Leave: amend current contract language concerning under what  
31 conditions an individual is required to provide a doctor's certification of illness.  
32  
33  
34  
35  
36  
37

6. **Section 17.1, Promotion:** reduce notification requirements for the establishment of supplemental promotional lists from 90 calendar days to 30 calendar days, and add new contract language regarding a candidate's application for promotion and subsequent eligibility for promotion.
7. **Section 18.3, Vehicle Washing:** amend current contract language regarding the scope of this duty assignment.
8. **Section 26.2, Initial Probationary Period:** amend current contract language to allow the required 12-month probationary period for Firefighter Trainee/EMT and Firefighter Trainee/Paramedic to "commence upon successful completion of basic training and orientation (Firefighter Academy, EMT Training, and Fire Orientation)."
9. **No Section Reference, "Bargaining Unit Work (Specialty Team):** agreement to withdraw, under the conditions outlined, IAFF Grievance 02-05 concerning the assignment of "specialty team" duty by non-represented Battalion Chiefs.

The attached "Summary of Economic Effects" worksheet reflects the results of the cost/benefit analysis which was prepared to determine the financial impact of the proposed amendment.

This analysis confirmed that, save the marginal annual cost increase associated with creating the new "Fire Payroll Clerk" job classification (see item 1), the proposed contract amendment will not impact projected departmental operating costs. This additional cost is more than fully offset by the salary savings realized under implementation of the revised initial probationary period language adopted under item 8.

**THE ADMINISTRATION RECOMMENDS APPROVAL AND RATIFICATION OF THE PROPOSED CONTRACT AMENDMENT TO THE APRIL 19, 1998 TO JUNE 30, 2004, COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE (MOA) AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF).**

Prepared by John Fullenwider, Fire Chief

Recommended by: David Otto, Employee Relations Director

Concur: Harry J. Kieling, Municipal Manager

Respectfully submitted, George P. Wuerch, Mayor

**CONTRACT AMENDMENT  
BETWEEN THE  
MUNICIPALITY OF ANCHORAGE (MOA)  
AND THE  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF)  
RE: Contract Re-Opener**

In accordance with the MOA and IAFF Contract Settlement of June/July 2000 Side Letter, Item #3 dated, July 6, 2002, the parties have met regarding items of concern raised in the TriData report and other operational concerns. The MOA and the IAFF have mutually reached agreement on the issues identified below.

It is agreed and understood by the undersigned parties, that the April 19, 1998 to June 30, 2004, collective bargaining agreement between the MOA and the IAFF is amended as follows:

**1     Creation of New Job Class "Fire Payroll Clerk"**

**A.     Reclass of PN 2828 held by Shari Bays**

Effective the first full pay period following Assembly approval, the position (PN 2828) held by Shari Bays shall be reclassified from Fire Office Associate, salary range 9, Step 2 to a new single position job class of "Fire Payroll Clerk" salary range 11, Step 2 as follows:

<u>Shari Bays</u>	
<u>Current</u>	<u>Proposed</u>
Fire Office Associate Range 09, Step 2	Fire Payroll Clerk Range 11, Step 2
\$18.45 Hourly \$1476.00 Bi-Weekly	\$20.34 Hourly \$1627.20 Bi-Weekly

The above action reflects a ten (10) percent increase.

**B.     Amendment to Fire Job Class Listing and Salary Schedule**

The fire job class listing and salary schedule shall be amended as follows:

<u>Salary</u>	<u>Bi-Weekly/Hr</u>	<u>Bi-Weekly/</u>
<u>Admin</u>	<u>Probationary</u>	<u>Hourly</u>
<u>Plan   Grade Job Class</u>	<u>Rate</u>	<u>Base Rate</u>

F40	11	Fire Payroll Clerk	\$1,552.00	\$1,627.20
			\$19.40	\$20.34

## 2. PAC Contributions

Article 5 Checkoff shall be amended as follows:

5.2.1 It is hereby agreed that individuals 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) and/or the IAFF Local 1264 Benevolent Fund and/or the IAFF Local 1264 Charity Fund. All such contributions will be voluntary and consent to such contributions may be revoked at any reasonable time.

## 3. Article 9 Rehiring Procedures shall be amended as follows:

### 9.1.4 Rehire of Former Bargaining Unit Members Separated in Good Standing

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 III/EMT or Fire Fighter III/PM.

9.1.4.1 Fire Line Positions. An employee who separated in good standing may apply to the Fire Chief by submitting a Municipal 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: written test, B-pad, criminal background, acceptable driving record, physical agility, psychological, medical and audio, interview, and drug test, may be rehired up to and including the level of Fire Fighter III/EMT or Fire Fighter III/PM, with the advance written approval of

the fire chief. An individual rehired under this provision shall serve a six (6) month probationary period and shall not be eligible for promotion until successful completion of probation.

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 bargaining unit member, is not subject to the grievance or arbitration provisions of this Agreement.

4. Article Call-Back Pay/Overtime/Standby shall be amended as follows:

11.6.4 Fire Fighter/Paramedics on promotional lists who need to be kept within nine shifts (average) of other persons on the acting list may be used as actors even when rank for rank would otherwise prohibit the practice.

11.6.5 Rank for Rank Callback for Overtime. On any shift when the Department can fill a vacant position using the string theory without a violation of rank for rank overtime, the Department may, at its discretion, fill the vacant position with a paramedic even though that means that the Department will have to call in paramedic overtime. In other words, in situations where the string theory would have filled the position without an overtime call in, it will not be a violation of rank for rank overtime if the City decides, instead, to fill the



position with a paramedic even though this may result in a call in for paramedic overtime.

5. Article 14.6 Sick Leave shall be amended as follows:

Sick leave may be taken in increments of one-tenth (1/10) of an hour. Illness ~~not exceeding three (3) working days, or two shifts for Kelly Schedule employees, shall not require a doctor's certificate, save that with prior notice to an employee of suspected sick leave abuse, the supervisor may require a doctor's certificate for periods of three (3) working days or less (or two [2] shifts or less for Kelly Schedule employees),~~ certifying that the employee was ill, verifying the nature and extent of illness, and the employee's inability to perform his normal employment duties before qualifying the employee to receive paid leave time for illness. ~~The Such eEmployees shall have up to ten (10) days to submit such information. Failure to do so shall cause the employee to not receive sick leave pay if not already paid; or if already paid, then shall cause the employee's pay to be deducted for any previously paid sick leave for such illness.~~

With prior notice to the employee of suspected sick leave abuse, the supervisor shall require a doctor's certificate, certifying that the employee was ill, verifying the extent of illness, and the employee's inability to perform his normal employment duties before qualifying the employee to receive paid leave time for illness. Such notified employees shall be required to provide this certificate upon return to work. Failure to do so shall cause the employee to not receive sick leave pay.

The determination of sick leave abuse shall be made at the Deputy Chief level.

6. Article 7.1 Promotional Lists shall be amended as follows:

17.1 Promotions within the Department for the positions of Fire Apparatus Engineer, Fire Captain, Senior Fire Captain, Fire Inspector, and Firefighter/Paramedic shall be from promotional eligibility lists established in accordance with Department Testing Policy. All promotions from such lists shall be in descending order from the first position to the last. All testing policies and procedures shall be job related and not arbitrary or capricious and shall be updated to conform to the requirements of this labor Agreement. The testing policy and procedure for any position shall not be changed during the 90 calendar day period preceding the bi-annual beginning of the testing process for that position. Additional testing for creation of supplemental lists shall only require a 30-calendar day notice.



17.1.2 In order to participate in the testing for new promotional lists for Fire Apparatus Engineer, Fire Captain, and Senior Fire Captain, applicants must apply during a promotional opening and meet the minimum qualifications of the job class during the life of the list. However, applicants will not be eligible for promotion until they meet the minimum qualifications of the position.

**7. Article 18.3 Vehicle Washing shall be amended as follows:**

Fire Fighters shall not be responsible for washing, cleaning, and maintaining any departmental vehicle other than primary responding emergency units, but are not prohibited from voluntarily doing so. Vehicles assigned to the Fire Chief and the Deputy Chiefs of Operations (Fire Ops and EMS Ops) shall be considered primary response vehicles.

**8 Article 26.2 shall be amended as follows**

The initial probationary period for all employees covered by this Agreement shall be six (6) months with the exception of Fire Dispatcher, Firefighter Trainee/EMT, and Firefighter Trainee/Paramedic, ~~and Fire Inspector, and Fire Investigator.~~ The probationary period for Fire Dispatcher, Firefighter Trainee/EMT, Firefighter Trainee/Paramedic, and Fire Inspector, and Fire Investigator will be one (1) year.

The probationary period for Firefighter Trainee/EMT and Firefighter Trainee/Paramedic shall be twelve (12) months commencing upon successful completion of basic training and orientation (Firefighter Academy, EMT Training, and Fire Orientation). Firefighter Trainee/EMT and Firefighter Trainee/Paramedic shall be eligible for promotion to Firefighter I/EMT and Firefighter I/Paramedic after six (6) months of satisfactory probationary performance. This provision is only applicable to Firefighter/Trainee's hired after the effective date of this agreement.

The probationary period for promotional employees shall be six (6) months.

**9 Bargaining Unit Work (Specialty Team)**

The Municipality and the IAFF recognize that issues regarding bargaining unit work have arisen as a result of the Agreement to exclude Battalion Chiefs and Paramedic Supervisors from collective bargaining while allowing existing members in this job classes to remain "grandfathered" until such time as they choose to opt out of the Union. The Union has agreed not to grieve the assignment of specialty team duty by non-

represented Battalion Chiefs until such time as all Battalion Chiefs are out of the Union or June 30, 2004. The Municipality recognizes that all current specialty team work is bargaining unit work and shall not be assigned to non-union members when all Battalion Chiefs are non-represented or after June 30, 2004, whichever occurs first. The Union agrees to withdraw IAFF Grievance 02-05.

10. This Contract Amendment is contingent upon ratification by the bargaining unit members and approval by the Municipality of Anchorage Assembly in accordance with AMC 3.70.130.

**FOR THE MOA**

\_\_\_\_\_  
Debra English  
Municipal Personnel Director

\_\_\_\_\_  
John Fullenwider, Chief

\_\_\_\_\_  
Hal Wiley, Deputy Chief

\_\_\_\_\_  
Soren Threadgill, Deputy Chief

**FOR THE IAFF**

\_\_\_\_\_  
Brian Reed, President  
IAFF Local 1264

\_\_\_\_\_  
Dan Joyner, Chief Spokesperson

\_\_\_\_\_  
Joe Albrecht IAFF Team Member

## Content Information

*AR 2003 - 128*

Content ID : 000804

**Title:** A RESOLUTION AMENDING THE APRIL 19, 1998 TO JUNE 30, 2004,  
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
MUNICIPALITY OF ANCHORAGE (MOA) AND THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, LOCAL 1262 (IAFF)

**Author:** englishde

**Initiating Dept:** ER

**Review Depts:** Legal

**Description:** A Resolution Amending the April 19, 1998, to June 30, 2004, Collective Bargaining Agreement between the Municipality of Anchorage (MOA) and the International Association of Firefighters, Local 1264 (IAFF)

**Date Prepared:** 4/28/03 2:19 PM

2003 MAY 6 AM 10:55

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### Workflow History

Workflow Name	Action Date	Action	User	Security Group	Content ID
AllOtherARWorkflow	4/28/03 2:24 PM	Checkin	englishde	Public	000804
ER_SubWorkflow	4/28/03 4:39 PM	Approve	ottodk	Public	000804
Legal_SubWorkflow	4/28/03 5:09 PM	Approve	wheelerda	Public	000804
AllOtherARWorkflow	5/1/03 3:35 PM	Reject	kielinghj	Public	000804
AllOtherARWorkflow	5/2/03 3:28 PM	Checkin	englishde	Public	000804
ER_SubWorkflow	5/5/03 10:30 AM	Approve	ottodk	Public	000804
AllOtherARWorkflow	5/5/03 1:22 PM	Reject	wheelerda	Public	000804
AllOtherARWorkflow	5/5/03 1:41 PM	Checkin	englishde	Public	000804
AllOtherARWorkflow	5/5/03 2:35 PM	Checkin	englishde	Public	000804
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AllOtherARWorkflow	5/5/03 2:41 PM	Checkin	englishde	Public	000804
ER_SubWorkflow	5/5/03 3:06 PM	Approve	ottodk	Public	000804
Legal_SubWorkflow	5/5/03 5:22 PM	Approve	wheelerda	Public	000804
MuniManager_SubWorkflow	5/6/03 8:23 AM	Approve	kielinghj	Public	000804
MuniMgrCoord_SubWorkflow	5/6/03 8:24 AM	Approve	katkusja	Public	000804

RESOLUTIONS FOR ACTION - OTHER