

CLERK'S OFFICE  
**APPROVED**

Submitted by: Chair of the Assembly at the  
Request of the Mayor  
Prepared by: Dept. of Employee Relations  
For Reading: October 11, 2011

Date: 10-25-11

**ANCHORAGE, ALASKA  
AR NO. 2011-279**

**A RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE (MOA) AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 1547 (IBEW) CLARIFYING THE SECTION OF THE COLLECTIVE BARGAINING AGREEMENT ON COMPENSATION WHILE IN TRAVEL STATUS.**

**WHEREAS;** a Collective Bargaining Agreement (CBA) between the Municipality of Anchorage (MOA) and the International Brotherhood of Electrical Workers Local Union 1547 (IBEW) was ratified by the Assembly on December 2, 2008; and

**WHEREAS,** CBA Article 5.2 Overtime Pay is unclear as it pertains to business travel; and

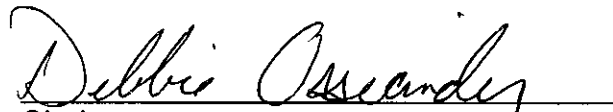
**WHEREAS,** the MOA and IBEW have entered into a Letter of Agreement clarifying the language in the CBA Article 5.2 to assure overtime pay for travel is not applied when an employee leaves early or extends the MOA business trip for personal reasons; now, therefore,

**THE ANCHORAGE MUNICIPAL ASSEMBLY RESOLVES:**

**Section 1.** The Letter of Agreement attached hereto as Exhibit A clarifying the language in the IBEW collective bargaining agreement, is hereby ratified.

**Section 2.** This resolution shall become effective immediately upon its passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 25<sup>th</sup> day of October, 2011.

  
Chair

ATTEST:

  
Municipal Clerk



# MUNICIPALITY OF ANCHORAGE

## ASSEMBLY MEMORANDUM

No. AM 578-2011

Meeting Date: October 11, 2011

1 **FROM: MAYOR**

2  
3 **SUBJECT: A RESOLUTION APPROVING A LETTER OF AGREEMENT**  
4 **BETWEEN THE MUNICIPALITY OF ANCHORAGE (MOA) AND**  
5 **THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL**  
6 **WORKERS LOCAL UNION 1547 (IBEW) CLARIFYING THE**  
7 **SECTION OF THE COLLECTIVE BARGAINING AGREEMENT**  
8 **ON COMPENSATION WHILE IN TRAVEL STATUS.**  
9

10 The Municipality of Anchorage (MOA) and the International Brotherhood of  
11 Electrical Workers Local Union 1547 (IBEW) are parties to a Collective  
12 Bargaining Agreement (CBA).  
13

14 A Letter of Agreement was executed between the MOA and IBEW on August 4,  
15 2011, to clarify the issue of overtime as it relates to employees who travel outside  
16 their scheduled shift for personal reasons while on MOA business. Specifically,  
17 overtime will not apply and the MOA will not be required to pay any overtime for  
18 time in travel status that falls outside the employee's regularly scheduled day and  
19 shift.  
20

21 All other terms and conditions of the IBEW CBA are unchanged by this  
22 Agreement and remain in full force and effect.  
23

24 **THE ADMINISTRATION RECOMMENDS APPROVAL OF A RESOLUTION**  
25 **APPROVING A LETTER OF AGREEMENT BETWEEN THE MUNICIPALITY**  
26 **OF ANCHORAGE (MOA) AND THE INTERNATIONAL BROTHERHOOD OF**  
27 **ELECTRICAL WORKERS LOCAL UNION 1547 (IBEW) CLARIFYING THE**  
28 **SECTION OF THE COLLECTIVE BARGAINING AGREEMENT ON**  
29 **COMPENSATION WHILE IN TRAVEL STATUS.**  
30

31 Prepared by: Employee Relations Department  
32 Approved by: Danielle Fegley, Acting Director, Employee Relations  
33 Concur: Dennis A. Wheeler, Municipal Attorney  
34 Concur: George J. Vakalis, Municipal Manager  
35 Respectfully submitted: Daniel A. Sullivan, Mayor

**LETTER OF AGREEMENT**  
**by and between**  
**MUNICIPALITY OF ANCHORAGE (MOA)**  
**and**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**LOCAL UNION 1547 (IBEW)**

**Subject: Compensation While in Travel Status**

**IBEW-005**

This agreement is between Municipality of Anchorage/ Municipal Light & Power (MOA/ML&P) and the International Brotherhood of Electrical Workers, Local Union 1547 (IBEW). The MOA/ML&P and the IBEW are parties to a Collective Bargaining Agreement (CBA). The purpose of this agreement is to clarify employee compensation for individual employees traveling on MOA business.

MOA/ML&P and the IBEW Local #1547 agree that whenever an individual employee covered by this agreement leaves early or extends his or her travel for his or her personal benefit while traveling on the employer's business, Article 5.2 Overtime will not apply and the employer will not be required to pay any overtime for time in travel status that falls outside the employee's regularly scheduled day and shift. No other term, article or section of the CBA is affected by this agreement.

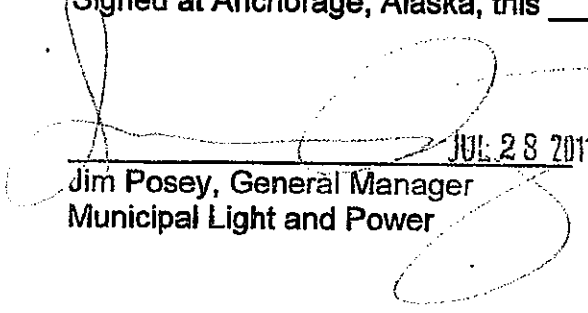
Pursuant to AMC 3.70.130 D., each and every collective bargaining contract, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall include a summary of requirements and remedial provisions, and the certification under oath or affirmation 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:

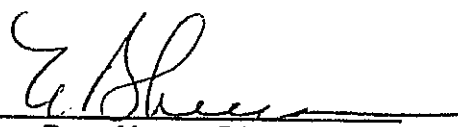
- A. This agreement complies with Anchorage Municipal Code section 3.70.130.
- B. Section 3.70.130 requires Assembly approval of all modifications and amendments, no matter how denominated.
- C. Absent Assembly approval as required by section 3.70.130, any modification or amendment, no matter how denominated,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

- E. Section 3.70.010 prohibits the use of administrative letters to vary the explicit terms of a labor agreement.
- F. Intentional actions in violation of section 3.70.130 are subject to fines and penalties under section 1.45.010.
- G. Remedial actions: In the event the provisions of section 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.

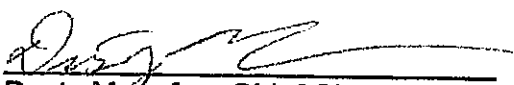
IN WITNESS WHEREOF, this Agreement is entered into freely and voluntarily by the signatures of the parties below.

Signed at Anchorage, Alaska, this 4 <sup>August</sup> day of July 2011, by:

  
JUL 28 2011  
Jim Posey, General Manager  
Municipal Light and Power

  
Nancy Bear Usera, Director  
MOA Employee Relations

  
Larry Bell, Business Manager  
IBEW Local #1547

  
Dusty Menefee, Chief Shop Steward  
IBEW Local #1547