

Submitted by: Chair of the Assembly at the
Request of the Mayor
Prepared by: Employee Relations
For Reading: April 12, 2011

CLERK'S OFFICE

APPROVED

ANCHORAGE, ALASKA

Date:

4-26-11

AR NO. 2011-114

A RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 1547, REGARDING A POWER DISPATCH ALTERNATIVE SHIFT AGREEMENT.

WHEREAS, a collective bargaining agreement (CBA) between the Municipality of Anchorage (MOA) and the International Brotherhood of Electrical Workers, Local 1547 (IBEW) was approved by the Assembly on December 2, 2008 (AR 2008-280); and

WHEREAS, the MOA and IBEW prepared a Letter of Agreement (LOA), attached hereto as **Exhibit A**; and

WHEREAS, the LOA allows for continuation of the Power Dispatch alternative shift and work rules; and

WHEREAS, Anchorage Municipal Code section 3.70.130 requires the Assembly to approve an amendment, including this LOA, to a CBA, before it takes effect; and

WHEREAS, it is in the best interest of the MOA and IBEW to subject this LOA to the public review and approval process, in order to foster good labor-management relationships; and

WHEREAS, the Administration recommends approval of this LOA, as detailed in the accompanying Assembly Memorandum; now, therefore,

THE ANCHORAGE MUNICIPAL ASSEMBLY RESOLVES:

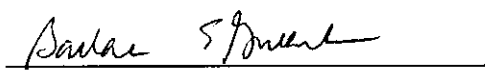
Section 1. The Letter of Agreement, attached hereto as **Exhibit A**, amending the CBA between the Municipality of Anchorage and the International Brotherhood of Electrical Workers, Local 1547, is hereby approved by the Assembly.

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

PASSED AND APPROVED by the Anchorage Assembly this 26th day of April, 2011.


Chair

ATTEST:


Municipal Clerk

LETTER OF AGREEMENT
by and between
MUNICIPALITY OF ANCHORAGE (MOA)
and the
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION
1547 (IBEW)
Subject: Municipal Light & Power
Power Dispatch Alternative Shift Agreement

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 authorize ML&P's management to implement twelve (12) hour shifts for rotating shift workers in Power Dispatch as an alternative to the eight (8) hour shifts provided for in the existing Agreement. This agreement specifies those alternative shifts and relevant modifications to existing work rules required to make the new shifts cost effective.

Attachment 1 shows the agreed upon Power Dispatch 6-man rotation schedule. In the event that Power Dispatch must revert to a 5-man rotation, a schedule will be developed that retains the cost neutrality of the 12-hour shift. There will be no shift change pay for the initial switchover from 8-hour to 12-hour shifts. In the event a return to 8-hour shifts is necessary at a later date, there will be no shift change pay for the changeover.

1. Work Week:

For the purpose of this Agreement the workweek shall run Monday 6:30 a.m. to Monday at 6:30 a.m.

2. Work Schedules:

The rotating Dispatcher Day Shift schedule is 6:30 a.m. to 6:30 p.m.
Day Shift shall start at 6:30 a.m. on the calendar day indicated on the shift schedule.

Night Shift is 6:30 p.m. to 6:30 a.m.
The rotating Dispatcher Night shift shall start at 6:30 p.m. on the calendar day indicated on the shift schedule.

3. Night Shift Differential and Holiday Pay:

The Night shift will be paid at 13.33 % shift premium for actual hours worked.

Holidays will be paid at eight hours of holiday pay plus overtime for all hours actually worked. Relief dispatchers will not work on holidays unless they are needed to replace the scheduled Power Dispatcher. The relief shift of the 36 hour relief line will be scheduled so that the shift does not fall on a holiday. That relief dispatcher will receive his/her 8 hours of holiday pay.

When a recognized holiday falls on the relief schedule for the dispatcher working the four day (two 8 and two 12-hour shifts) the relief week will be adjusted so that one of the 8-hour days coincides with the holiday and that dispatcher will receive the day off. Management will give consideration to requests from a dispatcher scheduled for relief to adjust the sequence of 8 versus 12-hour relief days provided at least 24 hours advance notice is given with the request and the relief coverage and cost are not adversely impacted.

For employees working the forty-eight (48) hour workweek, when a recognized holiday falls on a Sunday, the preceding Saturday shall be observed as the holiday.

Personal Holidays will be paid for eight hours. When a personal holiday is taken on a 12 hour shift, 4 hours of additional leave will be taken to complete the coverage of the 12 hour shift taken off.

4. No Show/Substitution:

Under normal circumstances Power Dispatchers will not be required to work more than five consecutive 12-hours shifts.

The Power Dispatcher working the thirty-six hour relief schedule (three 12-hour shifts) shall have the primary responsibility for covering leaves of absence. Management will give special consideration to the scheduling of both relief schedules on consecutive work days, but it is recognized and accepted that this may not always be possible. Non-consecutive relief work days for either relief shift may be necessary on weeks containing a holiday or where it would be less costly in covering an unfilled shift. No shift change will be incurred when non-consecutive relief shift work days are necessary.

The shift of either relief dispatcher may be adjusted as necessary within the work week to cover for unscheduled absences. The modified Relief Dispatcher schedule then becomes the dispatchers schedule for the week. Only when the Relief shift is moved to include a weekend or night shift will a shift change be paid. In this case there will be no shift change to return to that dispatcher's regular schedule. The Power Dispatcher working the forty hours relief line may be scheduled in any sequence within the work week, i.e., (12, 12, 8, 8,) or (12, 8, 12, 8,) etc. Shift changes for day relief to day system operations during the Monday to Friday period will not incur shift change pay if made with 24 hours notice.

The first 12-hour shift of the changed schedule for relief workers will be the shift-change day for pay purposes as long as the entire schedule includes at least one weekend shift.

For shift changes from relief to a night shift, shift change will be paid for the first night shift worked. Note that in keeping with the IBEW Contract, when a shift change day occurs on a holiday, only the normal holiday pay and double time for hours worked will be paid (i.e., no pyramiding).

Work outside of the regular scheduled shift will be paid as either call-in, call-out or holdover in accordance with the CBA. When a shift change from relief duty is required to fill an unfilled position, no shift change pay will be required for a return to the Relief Dispatchers regular shift. In a work week with over 40 hours scheduled, the overtime hours are the last hours after the first 40 are compensated. If an employee takes leave to miss the hours in excess of 40, he/she will take leave on a one for one basis with the hours not worked and be paid for the leave hours at the straight time rate.

5. Jury Duty

When an employee is summoned for jury duty the employee shall be scheduled on a Monday thru Friday, 7 am to 3 pm shift for any week the employee is required to call in or for any week the employee is actually serving on a jury. There shall be no shift change pay for the employee who is rescheduled for serving on jury duty and the 40 hour work week will be considered their regularly scheduled work week.

6. Meal Allowances:

Meal allowances shall be paid in accordance with the current CBA for call-in, call-out, and holdovers. Meal allowance will not be paid on scheduled overtime. The definition of scheduled overtime is an adjustment to a person's schedule made with at least 24 hours notice prior to the start of the new shift.

7. Leave Accrual:

Employees working the Power Dispatch Alternate Shift schedule will receive leave accrual credits equivalent to a 40 hour per week employee. If an employee has leave without pay during a workweek the employee's leave accrual will be adjusted accordingly for that workweek.

8. Implementation of this Agreement:

This agreement shall become effective immediately upon the signatures of the parties' duly-authorized representatives and the approval of the Anchorage Assembly.

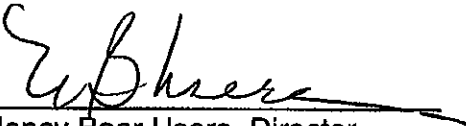
Pursuant to AMC 3.70.130 D., each and every collective bargaining contract, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall include a summary of requirements and remedial provisions, and the certification under oath or affirmation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


Signed at Anchorage, Alaska, this 9th day of March, 2011, by:

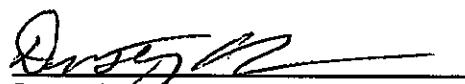
For the MOA/ML&P:


Nancy Bear Usera, Director
MOA Employee Relations


James M. Posey, General Manager
Municipal Light and Power

For the IBEW:


Larry Bell, Business Manager
IBEW Local #1547


Dusty Menefee, Chief Shop Steward
IBEW

ATTACHMENT 1

POWER DISPATCH TWELVE HOUR SCHEDULE

[illegible]

Yellow = Day Shift
Blue = Night Shift
Green = Relief/Training Shift
Tan = Days Off



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 232-2011

Meeting Date: April 12, 2011

FROM: MAYOR

SUBJECT: A RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 1547, REGARDING A POWER DISPATCH ALTERNATIVE SHIFT AGREEMENT.

The Municipality of Anchorage (MOA) and the International Brotherhood of Electrical Workers, Local 1547 (IBEW) signed a Letter of Agreement to continue the practice of the Power Dispatch alternate shift.

The Letter of Agreement, attached to the Assembly Resolution, is an amendment to the IBEW Collective Bargaining Agreement (CBA) ratified by the Assembly on December 2, 2008 (AR 2008-280).

In accordance with the CBA, upon execution of the 2008 CBA, all previous agreements, understandings, practices and regulations were revoked, except as were provided within the CBA. The Power Dispatch alternative shift and work rules agreement was not incorporated within the 2008 CBA.

Upon realization that ML&P was operating under a revoked agreement, and at ML&P's recommendation, the parties executed the attached Letter of Agreement. This agreement documents a past practice that has been in place since 2003 and provides for the continued utilization of the alternative shift and work rules for the Power Dispatch division, which given staffing levels, has proved essential to cost-effective operations.

The agreement amends the CBA to reflect the parties' intent and practice to allow for continuation of the Power Dispatch alternative shift and work rules. This alternative shift has been in place since 2003, therefore there are no additional financial consequences to the MOA.

THE ADMINISTRATION RECOMMENDS APPROVAL OF A RESOLUTION APPROVING THE LETTER OF AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL

**BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 1547,
REGARDING A POWER DISPATCH ALTERNATIVE SHIFT AGREEMENT.**

Prepared by: Lisa Arnold, Labor Relations Manager
Approved by: Nancy B. Usera, Employee Relations Director
Concur: Dennis A. Wheeler, Municipal Attorney
Concur: George J. Vakalis, Municipal Manager
Respectfully submitted: Daniel A. Sullivan, Mayor

Content ID: 010082**Type:** AR_AllOther - All Other Resolutions

Title: A RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 1547, REGARDING A POWER DISPATCH ALTERNATIVE SHIFT AGREEMENT.

Author: cayouettejm**Initiating Dept:** ER**Date Prepared:** 4/1/11 10:50 AM**Director Name:** Nancy B. Usera, ER Director**Assembly Meeting Date:** 4/12/11**Public****Hearing Date:** 4/26/11

Workflow Name	Action Date	Action	User	Security Group	Content ID
Clerk_Admin_SubWorkflow	4/8/11 10:07 AM	Exit	Joy Maglaqui	Public	010082
MuniManager_SubWorkflow	4/8/11 10:07 AM	Approve	Joy Maglaqui	Public	010082
CFO_SubWorkflow	4/5/11 4:33 PM	Approve	Lucinda Mahoney	Public	010082
Legal_SubWorkflow	4/1/11 2:57 PM	Approve	Dean Gates	Public	010082
ER_SubWorkflow	4/1/11 2:19 PM	Approve	Lisa Arnold	Public	010082
AllOtherARWorkflow	4/1/11 10:56 AM	Checkin	Julie Cayouette	Public	010082