

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

Prepared by: Employee Relations

For Reading: May 24, 2011

CLERK'S OFFICE

APPROVED

Date: 6-14-11 **ANCHORAGE, ALASKA**
AR NO. 2011-151

A RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 1547, REGARDING A PLANT OPERATOR 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 Plant Operator 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:

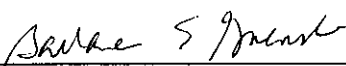
Section 1. The Letter of Agreement, attached hereto as **Exhibit A**, amending the CBA between the Municipality of Anchorage and the International Brotherhood of Electrical Workers, Local 1547, is hereby approved by the Assembly.

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

PASSED AND APPROVED by the Anchorage Assembly this 14th day of June, 2011.


Vice Chair

ATTEST:


Municipal Clerk



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 316-2011

Meeting Date: May 24, 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 PLANT OPERATOR 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 Plant Operator 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 Plant Operator 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 Plant Operator 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 Plant Operator alternative shift and work rules. This alternative shift has been in place since 2003. 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 PLANT OPERATOR 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

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
Plant Operator Alternative Shift Agreement

IBEW-004

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 a Generation Plant 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 Plant Operator 4-week shift schedule. There will be no shift change pay for the initial switchover from 8-hour to 12-hour shifts. With a 30 day notice either party can request a return to 8-hour shifts; there will be no shift change pay for the changeover.

1. Work Week:

For the purpose of this Agreement the workweek for the rotating operators will run from 12:30 am Friday through 12:30 am the following Friday.

For the purpose of this Agreement the workweek for operators on the maintenance schedule will run from Monday through Sunday.

2. Work Schedules:

The rotating Operator 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 Operator Night shift shall start at 6:30 p.m. on the calendar day indicated on the shift schedule.

The Relief/Maintenance Day Shift shall start at 6:30 a.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 the overtime rate for all hours actually worked. Relief/Maintenance Operators will not work on holidays unless they are needed to replace the scheduled Plant Operator. The Relief/Maintenance operators will receive his/her 8 hours of holiday pay.

For employees working the forty-two (42) hour workweek, when a recognized holiday falls on a Sunday, the preceding Saturday shall be observed as the holiday.

The relief schedule for the Relief/Maintenance Operator will be adjusted so that one of the 8 hour days coincides with the holiday and that Relief/Maintenance Operator will receive the day off, unless he/she is required to fill in for the scheduled operator. Management will give consideration to requests from an operator scheduled for Relief/Maintenance 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.

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. Relief/Maintenance Work Schedule:

The Relief/Maintenance Operator working on the forty hour relief/maintenance shift may be scheduled in any sequence within the work week, i.e., (12, 12, 8, 8,) or (12, 8, 12, 8,) etc, with a 24 hour notice. Shift changes for day relief to day operations during the Monday to Friday period will not incur shift change pay. The relief operator will receive one 15 minute break during the first half of the day, a 30 minute unpaid lunch, and two 15 minute breaks in the second half of the day, unless covering an operator's 12 hour shift.

5. No Show/Substitution:

Under normal circumstances Plant Operator will not be required to work more than five consecutive 12-hours shifts. In the case of a no-show, every effort will be made to limit a worker's time to a maximum of 16 hours worked consecutively.

The Operator's working the maintenance schedule shall have the primary responsibility for plant maintenance, and covering absences for the rotating operators during his scheduled time on day shift Monday-Friday. In an emergency the Water Technician, Plant Leadman, and the Plant Foreman may be used for operation purposes.

The shift of the scheduled Relief Operator may be adjusted as necessary within the work week to cover for scheduled/unscheduled absences. The modified Relief Operator schedule then becomes the Operator's 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 operator's regular schedule. Management will give special consideration to the scheduling of 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 the 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 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 Operator's regular shift. In a work week with over 40 hours scheduled, an employee shall receive overtime for any 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.

6. 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.

7. 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.

8. Leave Accrual:

Employees working the Plant Operator Alternative 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.

9. 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.

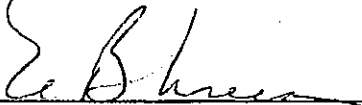
Pursuant to AMC 3.70.130 D., each and every collective bargaining contract, agreement, modification, written interpretation, or other change, alteration or amendment, no matter

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 21 day of April, 2011, by:

For the MOA/ML&P:




Nancy Bear Usera, Director
MOA Employee Relations

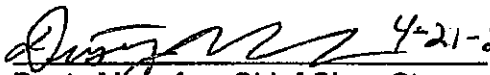
For the IBEW:



Larry Bell, Business Manager
IBEW Local #1547



APR 21 2011
James M. Posey, General Manager
Municipal Light and Power



4-21-2011
Dusty Menefee, Chief Shop Steward
IBEW

Content ID: 010175**Type:** AR_AllOther - All Other Resolutions

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Author: mumawsi**Initiating Dept:** ER**Review Depts:** Legal**Keywords:** IBEW #1547 Agreement Alternate Shift**Date Prepared:** 4/28/11 2:51 PM**Director Name:** Nancy B Usera**Assembly Meeting Date:** 5/24/11**Public Hearing Date:** 6/14/11

<u>Workflow Name</u>	<u>Action Date</u>	<u>Action</u>	<u>User</u>	<u>Security Group</u>	<u>Content ID</u>
Clerk_Admin_SubWorkflow	5/13/11 9:29 AM	Exit	Joy Maglaqui	Public	010175
MuniManager_SubWorkflow	5/13/11 9:29 AM	Approve	Joy Maglaqui	Public	010175
CFO_SubWorkflow	5/11/11 4:24 PM	Approve	Lucinda Mahoney	Public	010175
Legal_SubWorkflow	4/29/11 10:33 AM	Approve	Dean Gates	Public	010175
ER_SubWorkflow	4/28/11 3:33 PM	Approve	Nancy Usera	Public	010175
AllOtherARWorkflow	4/28/11 2:56 PM	Checkin	Sharilyn Mumaw	Public	010175