

Submitted by: Chair of the Assembly at the  
Request of the Mayor  
Prepared by: Employee Relations  
For Reading: June 14, 2011

CLERK'S OFFICE

**APPROVED**

Date:

6-28-11

**ANCHORAGE, ALASKA**

**AR NO. 2011-167**

**A RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN THE  
MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 1264, DISPATCH.**

**WHEREAS**, a collective bargaining agreement (CBA) between the Municipality of Anchorage (MOA) and the International Association of Fire Fighters, Local 1264 (IAFF) was approved by the Assembly on December 17, 2008 (AR 2008-306); and

**WHEREAS**, the MOA and IAFF prepared a Letter of Agreement, IAFF-009 (LOA), attached hereto as **Exhibit A**, clarifying the qualifications for an employee working a tour trade; and

**WHEREAS**, the LOA provides management the ability to assign qualified dispatchers to the Lead Dispatcher position; clarifies the dispatcher annual leave selection process; and provides flexibility in scheduling employees in the Dispatch Center; 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 IAFF 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 Association of Fire Fighters, Local 1264, 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 28th day of June, 2011.

  
Chair

ATTEST:

  
Municipal Clerk



# MUNICIPALITY OF ANCHORAGE

## ASSEMBLY MEMORANDUM

No. AM 358-2011

Meeting Date: June 14, 2011

1 **FROM: MAYOR**

2  
3 **SUBJECT: A RESOLUTION APPROVING A LETTER OF AGREEMENT**  
4 **BETWEEN THE MUNICIPALITY OF ANCHORAGE AND**  
5 **THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,**  
6 **LOCAL 1264, DISPATCH.**  
7

8 The Municipality of Anchorage (MOA) and the International Association of Fire  
9 Fighters, Local 1264 (IAFF) are parties to a collective bargaining agreement  
10 (CBA). The MOA and IAFF signed a Letter of Agreement (LOA) to allow  
11 management to assign qualified dispatchers, in an acting capacity, to the Lead  
12 Dispatcher position; clarify how the dispatcher annual leave selection will be  
13 administered; and provides flexibility in scheduling employees in the Dispatch  
14 Center.  
15

16 The Letter of Agreement (IAFF-009), attached to the Assembly Resolution, is an  
17 amendment to the IAFF CBA ratified by the Assembly on December 17, 2008  
18 (AR 2008-306).  
19

20 IAFF-009 provides replacement language for Article 22.2 to allow the Fire  
21 Department to assign qualified dispatch personnel to act for the Lead Dispatcher  
22 under certain circumstances. This will allow the Fire Department, when three or  
23 more dispatchers are on-duty and the Lead Dispatcher is absent, to utilize  
24 qualified on-duty dispatchers to act as the Lead Dispatcher thus minimizing  
25 overtime.  
26

27 The Dispatch section works an alternate work schedule consisting of three 12-  
28 hour shifts followed by four days off in one week and three 12-hour shifts and  
29 one 8-hour shift the next week. This LOA clarifies the 8-hour shift may be  
30 worked any day that falls within the employee's workweek. This clarification, in  
31 conjunction with the replacement language for Article 22.2 will provide more  
32 scheduling options and minimize overtime situations.  
33

34 Lastly, IAFF-009 clarifies leave "picks" will be conducted four times a year in the  
35 Dispatch section. This flexibility will provide both employees and management  
36 flexibility in requesting and approving leave.

This LOA amends the CBA to provide management with greater flexibility in staffing the Dispatch Center and provides clarification on scheduling and administering annual leave picks in the Dispatch Center at the Anchorage Fire Department. There are no financial consequences to the Municipality.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF A  
RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN  
THE MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS, LOCAL 1264, DISPATCH.**

Prepared by:	Employee Relations Department
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 ASSOCIATION OF FIRE FIGHTERS, LOCAL 1264 (IAFF)**  
**Subject: Dispatch**  
**Number: IAFF – 009**

This agreement is between the Municipality of Anchorage (Municipality) and the International Association of Firefighter Local 1264 (IAFF). The Municipality and the IAFF are parties to a Collective Bargaining Agreement (CBA). The purpose of this agreement is to allow for a deviation from the CBA for the use of assigning qualified personnel to acting assignments in the Dispatch Center; clarify how the dispatcher annual leave selection will be administered; and clarify when employees in the Dispatch Center may work the 8-hour day within the work week. With 30 day written notice either party may terminate this agreement.

All conditions of this agreement are exclusive to the Dispatch Center. The Municipality shall maintain current staffing levels, 16 Dispatchers and 4 Lead Dispatchers, in the Dispatch Center.

The following will replace Article 22.2 language:

22.2 The Fire Department shall assign only qualified personnel to acting assignments. Only employees who have been an AFD Dispatcher for a minimum of three (3) years and who have completed Lead Dispatcher training are eligible to fill Lead Dispatcher acting assignments. When there is three or more Dispatchers on-duty and the Lead Dispatcher is absent, employees shall be assigned to act as the Lead Dispatcher in the following order:

- A. First, from on-duty actors on the promotional list. On-duty actors may not decline acting assignments.
- B. Second, in the event there is not an eligible Dispatcher from the Lead Dispatcher promotional list available, then all qualified dispatchers will rotate through this assignment. All qualified dispatchers will be listed in order by reverse seniority, meaning the least senior qualified on-duty Dispatcher shall be required to act. An employee who is required to act rotates to the bottom of the list.

All Dispatchers acting as a Lead Dispatcher will be paid in accordance with Article 22.1 of the CBA.

Article 10.4 governs the hours, including the workweek schedule. The purpose of this agreement is to clarify when the eight (8) hour shift may be worked. The eight (8) hour shift, with the direction or the concurrence of management, may be worked any day that falls within the normal MOA work week of Monday through Sunday.


Article 14.5.3 governs dispatcher annual leave selection. The purpose of this agreement is to clarify how that process will be administered. Effective July 1, 2011, annual leave bids for the Dispatch Center will be bid four (4) times per calendar year. All approved leave selections shall be maintained for 2011. However, employees shall be permitted to rescind and resubmit any and all portions of their leave selections for consideration for the remainder of 2011.

These changes and clarification are not a substantive change; it is solely to provide operational flexibility and clarify the current practice to avoid misunderstandings and/or confusion in the future.


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 FOR THE MUNICIPALITY:**

 5/23/11  
\_\_\_\_\_  
Nancy B. Usera Date  
Director, Employee Relations

**SIGNED FOR THE IAFF:**

 5/23/11  
\_\_\_\_\_  
Rod Harris Date  
President, IAFF