

# ADMINISTRATIVE AGREEMENT

by and between

MUNICIPALITY OF ANCHORAGE

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1264

Subject: Tour Trades

IAFF AA # 2023-01

This Agreement is between the Municipality of Anchorage (MOA) and the International Association of Fire Fighters, Local 1264 (IAFF). The MOA and IAFF are parties to the Collective Bargaining Agreement (CBA) in effect as of December 7, 2021. The parties wish to amend the language in the CBA as outlined below.

Effective upon Assembly approval of this Agreement, the language in Article 12 shall be amended as follows:

## Article 12.4 TOUR TRADES

The employee working a tour trade must be qualified for the position in which the employee is working.

12.4.1 Senior Captains and Captains may tour trade with written approval by the Senior Captain's assigned Battalion Chief. This language shall apply when a Captain tour trades for a Senior Captain. Senior Captains and Captains may trade partial shifts of up to eight (8) hours with Battalion Chief approval. Approvals will be in accordance with the below guidelines:

A. Tour trades between Senior Captains and Captains do not exceed a net deficiency of greater than three (3) shifts within a calendar year.

B. Tour trades between Senior Captains and Captains do not exceed two (2) consecutive shifts or three (3) consecutive shifts if one of the three (3) tour trades is covered by an in-station Captain. In situations involving a tour trade between a Senior Captain and Captain who are assigned to the same station, the request to the Senior Captain's Battalion Chief for approval will affirmatively state that the Senior Captain and Captain are assigned to same station, so the tour trade is an "in-station" tour trade. It is the employee's obligation to ensure these rules are followed and that consecutive tour trades follow the above restrictions. Failure to affirmatively state that the tour trade is an in-station tour trade will be grounds to deny the tour trade. Unassigned (Float) Senior Captains will not be held to the in-station requirement listed above.

C. The Senior Captain's tour trade will not be approved if there is an operational impact.

12.4.2 Captains who tour trade voluntarily for a Senior Captain shall not be eligible for working out of class pay.

12.4.3 All other provisions of Article 12 of collective bargaining agreement will apply to this section.

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 in behalf of a party. The duly authorized representatives, on behalf of the parties to this Agreement, hereby affirm and certify as follows:

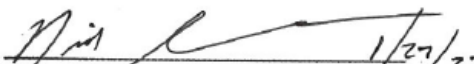
- A. This Agreement complies with Anchorage Municipal Code section 3.70.130.
- B. Section 3.70.130 requires Assembly approval of all modifications and amendments, no matter how denominated.
- C. Absent Assembly approval as required by section 3.70.130, any modification or amendment, no matter how denominated, 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.

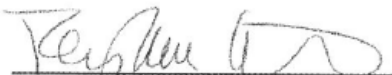
IN WITNESS WHEREOF, this Agreement is entered into freely and voluntarily by the signatures of the parties below.

AGREED TO AND SIGNED FOR BY:

IAFF

MUNICIPALITY OF ANCHORAGE

  
\_\_\_\_\_  
Nick Glorioso  
IAFF President  
Date 1/27/23

  
\_\_\_\_\_  
Raylene Griffith  
Labor Relations Director  
Date 1/27/2023