

## ADMINISTRATIVE AGREEMENT

by and between

MUNICIPALITY OF ANCHORAGE (MOA)

and the

ANCHORAGE MUNICIPAL EMPLOYEES ASSOCIATION, INC. (AMEA)

Subject: Paid Parental Leave

AMEA AA # 2024-01

This Administrative Agreement (Agreement) is between the Municipality of Anchorage (MOA) and the Anchorage Municipal Employees Association Inc. (AMEA). The MOA and AMEA are parties to a Collective Bargaining Agreement in effect as of March 15, 2022. The Parties wish to amend the language in the CBA as outlined below.

Effective upon Assembly approval of this Agreement, the language in Article 4 shall be amended as outlined below.

### 4.4.1 Accrual of Annual Leave

#### B. Annual Leave accrual While on Leave

Leave accrues during the period of time an employee is on paid leave. Leave does not accrue while an employee is receiving Worker's Compensation time loss benefits, paid parental leave or leave without pay.

**Article 14.14 ~~Unauthorized Absences~~ Paid Parental Leave (PPL).** Effective the first of the full month following Assembly approval. PPL will not be retroactive prior to the first of the month following approval.

A. Paid parental leave shall mean an award of non-cashable leave as described below and is intended to allow parents to bond with and care for a new child.

B. Award. Upon request, eligible employees shall be awarded 160 hours of non-cashable leave for regular full time eligible employees who have been approved for leave under the Alaska Family Leave Act (AFLA) or the Family Medical Leave Act of 1993 (FMLA) for a qualifying event of the birth of an employee's child or children, or placement of a child or children with the employee for adoption or foster care. Eligible employees who work less than full time will be eligible for a pro-rated amount of leave based on their normal hours worked.

C. Rules for use.

1. Use in conjunction with AFLA or FMLA leave. Paid parental leave must be taken during approved AFLA or FMLA leave. Any paid parental leave taken will be counted toward the 18 weeks of protected leave per rolling 12-month period available to employees under AFLA or the twelve weeks of protected leave per rolling twelve-month period available to employees under FMLA.

2. Use in weekly blocks; use in coordination with other leave; unused paid parental leave; leave accrual during use. Employees must take paid parental leave in weekly blocks (40 hours over the course of a single work week or, for eligible employees who work less than full time, one-fourth of the amount of leave available to them under section A.) and must use all paid parental leave during approved AFLA or FMLA leave for the qualifying event. Any unused paid parental leave will be forfeited at the end of the approved AFLA or FMLA leave period. Employees that are awarded non-cashable leave under subsection A. will not accrue leave or sick leave while on paid parental leave. Paid parental leave does not count towards minimum leave usage.

3. One award per rolling 12-month period; two eligible employees. In no case will an employee receive more than one award of 160 hours of non-cashable (or the prorated amount for employees that work less than full time) leave as paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption, foster care placement, or other qualifying event occurs within that twelve-month time frame. The birth or placement of more than one child at the same time will be treated as one qualifying event for which an employee will receive a total of 160 hours (or the prorated portion of hours for employees that work less than full time). If two eligible employees experience the same qualifying event, both employees may take parental leave.

**Article 4.154.14 Unauthorized Absences**

**Article 4.164.15 Catastrophes and Natural Disasters**

**Article 4.174.16 Seasonal Leave**

Pursuant to Anchorage Municipal Code 3170.1301, each and every collective bargaining 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, affirm and certify as follows:

- A. This Administrative Agreement complies with AMC 3.70.130;
- B. AMC 3.70.130 requires Assembly approval of all modifications and amendments, no matter how denominated;
- C. Absent Assembly approval as required by AMC 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 AMC 3.70.130, written clarifications and interpretations within the definition of "administrative letter" are invalid;
- E. AMC 3.70.010 prohibits the use of administrative letters to vary the explicit terms of a labor agreement;
- F. Intentional actions in violation of AMC 3.70.130 are subject to fines and penalties under AMC 1.45.010;
- G. In the event the provisions of AMC 3.70.130 are violated by administrative action, any labor 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 Administrative Agreement is entered into freely and voluntarily by the signatures of the parties below.

AGREED TO AND SIGNED FOR BY:

  
\_\_\_\_\_  
Paul Hatcher      Date  
AMEA President      5/16/2024

  
\_\_\_\_\_  
Raylene Griffith      Date  
Labor Relations Director      6/28/24