LABOR CONTRACT

Between the

MUNICIPALITY OF ANCHORAGE

And the

PUBLIC EMPLOYEES, LOCAL 71

December 17, 2024 to June 30, 2028

PUBLIC EMPLOYEES, LOCAL 71

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PUBLIC EMPLOYEES, LOCAL 71

ARTICLE 1
PREAMBLE

This Agreement is made and entered into by and between the Municipality of Anchorage, hereinafter referred to as the “Municipality” or “MOA” and the Public Employees, Local 71, hereinafter referred to as the “Union.”

ARTICLE 2 GENERAL PROVISIONS

Article 2.1 Purposes of Agreement

The purpose of this Agreement is to set forth the negotiated wages, hours and other terms and conditions of employment for Union represented employees, to promote the settlement of labor disagreements by conference, to provide for the resolution of unsettled grievances under this Agreement by binding arbitration, to prevent strikes, voluntary unauthorized work disruptions and lockouts, to eliminate avoidable delays and excessive or unnecessary costs and expenses, and generally to encourage a spirit of helpful cooperation between the MOA and its employees and the Union to their mutual benefit.

Article 2.2 Scope of Agreement

This Agreement shall cover all facilities operated by the MOA during the term of this Agreement or any extension thereof using Union represented MOA employees and all operations and work conducted during the term of this Agreement or any extension thereof by Union represented employees of the MOA.

Article 2.3 Definitions

Appointment

Appointment means those methods by which a person is designated to fill a specific vacant position.

Department

The term "department" shall mean the departments listed in AMC 3.20. A department may also be called an "agency."

Director

As used in this Agreement, "Director" shall mean the Director of Human Resources or designee.

Division

As used in this Agreement "division" shall mean the next largest sub-unit within a department, which is identified as such on the official organization chart of the department.

Emergency or Emergency Situation

If not otherwise defined in this Agreement or Municipal law, in which the term is used, "emergency" or "emergency situation" shall include a natural disaster, act of violence, or an occurrence, event or situation which causes or has the immediate potential for causing death or serious injury to persons or destruction or significant damage to property or the physical environment to such an extent that extraordinary actions should be taken to insure the public safety and welfare or protect property or the physical environment.

Full-Time Employee

An employee normally scheduled to work forty (40) hours during the work week.

Immediate Family

Except as defined in Federal, State or Municipal laws, in this Agreement, "immediate family" shall mean the employee's spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-relationship for those family members listed above, person for whom the employee has been appointed as legal guardian, or other family members who reside permanently with the employee. Child means the employee's biological, adopted, or foster child, stepchild, or legal ward.

Merit Anniversary Date

Merit anniversary date means the day of the month following completion of the probationary period.

Night Shift

A shift in which the majority of hours fall between 11:00 p.m. and ends at 7:00 a.m.

Probation

Status of an employee for a period of one hundred eighty (180) calendar days worked following the date of initial hire or initial employment in a different classification.

Seasonal Employee

Seasonal Employees perform work for a period of time, generally not to exceed six (6) months in seasonal duration with an option to extend up to two (2) months upon notification to the union. Seasonal Employees perform work associated with the events of a particular season of the year and that work consistently reoccurs year after year. Seasonal employees will be utilized whenever the work load temporarily creates a requirement for additional help, or in the event of an emergency or unanticipated situation, or to relieve regular employees during absences.

Section

"Section" as used in this Agreement shall mean a subdivision of a division, as shown on the official organization chart of the department, which contains at least two (2) work units.

Swing Shift

A shift in which the majority of hours fall between 3:00 p.m. and 11:00 p.m.

Work Day

A twenty-four (24) hour period during which an employee is scheduled to work.

Work Unit

"Work unit" as used in this Agreement shall mean a separately identifiable group of employees within a section that work together as a unit.

Work Week

A fixed period of 168 hours (7 consecutive 24 hour periods).

Article 2.4 **Applicability of Personnel Rules Ordinance**

To the extent where there is a conflict between this Agreement and the Personnel Rules (AMC 3.30), the provisions of this Agreement shall prevail. In the event this Agreement is silent or no conflict exists the Personnel Rules will be applicable. In the event that the Agreement and the Personnel Rules are both silent, the parties agree to meet and confer.

Article 2.5 **Recognition**

The MOA recognizes the Union as the sole and exclusive collective bargaining representative of the employees of the MOA who are employed in a classification set forth in Article 11 of this Agreement.

Article 2.6 **Non-Discrimination**

It is hereby agreed that there shall be no discrimination by the MOA or the Union against any employee for any reason prohibited by law. Both the Employer and the Union shall bear the responsibility for complying with this provision. Further, the Employer is committed to positive, practical efforts in employment, promotion, and administration of personnel actions to ensure equal employment opportunity to all represented employees at all job levels. The Union recognizes and supports that commitment. The remedy for violations outside of this agreement is as prescribed by law.

Article 2.7 **Gender**

All reference to employees in this Agreement should be gender neutral. Wherever the male gender is used, it is referring to all employees.

Article 2.8 **Plurality**

Unless the context of this Agreement clearly requires a different interpretation or construction, all references to the singular shall also include the plural and vice-versa.

Article 2.9 **No Strike, No Lockout**

This Agreement is a guarantee by all parties that there will be no strikes, lockouts, work slowdowns or stoppages, picketing or other voluntary unauthorized work disruptions. The Union further agrees that it will not sanction, aid, abet, encourage or continue any strike, work slowdown or stoppage, picketing or other voluntary unauthorized work disruptions, and that they will undertake all reasonable means to prevent or terminate any such activity.

Article 2.10 **Management Rights**

Except as otherwise expressly provided in this Agreement, it is the right of the Municipality acting through its agencies to determine the standards of service to be offered by its agencies; determine the standards of selection for employment and job performance; direct its employees; take disciplinary action for just cause; maintain the efficiency of governmental operations, determine the methods, means, and personnel by which government operations are to be conducted; take all necessary actions to carry out its organization and the technology of performing its work; require overtime; determine and enforce levels of productivity; establish and enforce work rules, policies or regulations required by federal or state law or court order; and take or direct any necessary actions in emergency situations, as defined in the Collective Bargaining Agreement.

Article 2.11 **Employee Representative Rights**

Article 2.11.1 **General Rights**

The parties acknowledge and agree that the Union has the right and obligation to fairly and diligently represent the legitimate employment interests of MOA employees who are members of the bargaining unit covered by this Agreement. The MOA agrees that it will not interfere with the relations between the Union and MOA employees. The MOA recognizes the right of a union to discipline members for violation of any union laws, rules or agreements. The Employer agrees that it will not in any manner, directly or indirectly, attempt to interfere between any employees and the Union, and that it will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in union affairs, and that it will not discriminate against any employee because of union membership or lawful union activity.

Employees shall not be discriminated against for upholding union principles or for serving on a committee and shall not lose their positions or be discriminated against for these reasons. Employees appointed or elected to office in the union which requires all of their time shall not lose their established seniority with the MOA (seniority frozen) and shall be granted a leave of absence without pay for the duration of the term of office upon application. The MOA need not preserve the employee's position and will be obligated to return the employee only to a position in the department in which the employee was employed which is vacant and equal to or less than the position, which the employee vacated, and for which the employee is qualified. The right to return to a vacant position shall last for one (1) year from the commencement of the leave and shall be subordinate to any employment preference applicable to the position.

Article 2.11.2 **Union Security**

A. The parties agree that it shall be a condition of continued employment that all employees of the MOA who are covered by this Agreement who are members in good standing of the Union shall remain members in good standing and that those employees of the MOA who are covered by this Agreement who are not members in good standing of the Union shall become and thereafter remain members in good standing of the Union on or before the thirty-first (31st) calendar day following the date of the employee's employment by the MOA or the effective date of this Agreement, whichever occurs later. All employees covered under the terms of this Agreement who are not already union members may make application to join the Union as a full member or become an agency fee-payer.

B. A shop Stewart or business representative will be notified of all hired or re-hired bargaining unit members and will be allowed to meet with all such employees up to sixty (60) minutes during regular work hours within ten (10) calendar days of hire or rehire. Such meetings will be on paid time and will not require the use of leave. In cases where there are multiple employees hired or rehired in the same pay period. The Union will make every effort to meet with the employee as a group and not individually for a maximum sixty (60) minutes.

C. The Municipality shall not discourage an employee from joining the Union or becoming an agency fee-payer.

D. The MOA agrees that it will not disclose home address(es), personal telephone number(s), personal cell phone numbers(s), or personal e-mail address(es) of any employees except when it is in relation to municipal employment, as legally mandated, or to the Union.

E. Nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.

Article 2.11.3 **Dues Check Off**

The MOA will deduct from the wages of those employees who have signed a dues check off authorization form approved by the MOA, on a monthly basis, the regular dues and initiation fees owed by the employee to the Union as certified by the secretary of the Union. The forms being used by the parties on the effective date of this Agreement are approved. The MOA shall forward such dues and initiation fees to the Union by the fifteenth (15th) day of the month following the month in which said dues are checked off. The MOA shall use reasonable care in checking off and forwarding said dues and initiation fees, but shall not be liable for any failure to do so other than an intentional, bad faith failure to forward said dues and initiation fees. The Union assumes all obligations and responsibility for the continued membership of its members and the collection of their dues.

Article 2.11.4 **Stewards**

The Union may appoint such stewards as are set forth below. All stewards shall be working stewards. As scheduled by management, a steward may spend a reasonable amount of time during working hours attending to union business within the department. The duties and activities of the shop steward shall include handling of complaints and grievances and administration of the Agreement. For these duties the shop steward's wages will be borne by the MOA and the hours worked in this capacity will be counted as hours worked for determining overtime eligibility. Stewards must document the time spent on union business on their timecards. Where there is more than one shop steward in a location, the Union shall designate one steward as lead.

Recognized Stewards as listed:

Cultural & Recreation Services:	One Steward at Horticulture
	Two Stewards at Parks & Recreation Maintenance Anchorage
	One Steward Parks & Recreation Maintenance Eagle River

When an off duty shop steward has to be called in to represent an employee, the shop steward will only be paid for actual hours worked. This shall not entitle the shop steward to call out pay.

Article 2.11.5 **Visits to Employer Work Locations**

Non-employee Union representatives may visit only those MOA facilities or work locations occupied by employees which the Union represents, and only on official business. Only union business representatives may visit MOA property during working hours. Non-employee Union representatives may not visit such locations in connection with union elections or other internal union affairs. With regard to each visit, the Union must provide the department/agency head, or designee, who controls the location with reasonable advance notice (not less than one (1) hour) of an intent to visit and the notice must specify the reason for the visit. The visit may not interrupt, distract or interfere with the work of employees. The department/agency head may refuse to consent to the visit if it would unduly interfere with the work of employees or activities of the department or agency, or terminate the visit if it interferes with the work of employees or activities of the department or agency. If the visit is refused, the department/agency head must reschedule the visit at the earliest convenient time. Union representatives may conduct meetings on MOA premises only with the consent of the department/agency head and only with regard to official business affecting the MOA, its employees and the union. Union representatives may conduct meetings of MOA employees during employee working time only with the express consent of the department/agency head whose employees would be affected.

Article 2.11.6 **Jurisdictional Disputes**

Disputes which arise between the Union and another Municipal union concerning representation of employees may be presented by the Union(s) to the Employee Relations Board for resolution.

Article 2.11.7 **Administrative Notification**

The Union shall be notified in writing of any Municipal directive, memorandum, rule or regulation which cover or affect areas covered by this Agreement or which affect any group of employees working under this Agreement. The Union business representative shall be given adequate notice by the MOA prior to the time that any committee defined by this Agreement is convened.

Article 2.11.8 **Bulletin Boards**

The MOA shall provide bulletin boards and/or space on existing bulletin boards as reasonably requested by the Union.

Article 2.11.9 **Union Business Leave Bank**

A. There is created a Union Business Leave Bank which shall be administered by the MOA with a report of the balance and withdrawals provided to the Union Business Manager upon request. The Bank shall be established by a transfer of two (2) hours of cashable annual leave from each regular employee by the MOA on the second full pay period in January of each year; seasonal employees shall transfer one (1) hour of cashable leave for each season worked not to exceed two (2) hours per calendar year, and this will occur on the second pay period following hire. The Bank will be capped at 1200 hours. Time off on Union leave for negotiation purposes shall count as hours worked for the purpose of determining overtime eligibility within the workweek.

   Withdrawal requests from the Bank will be for purposes of contract negotiations, executive meetings, training sponsored by the Union, and other purposes as may be determined by the Business Manager. Requests for withdrawals from the Bank shall be made only by the Business Manager of the Union or designee to the Human Resources Director. Cashable annual leave transferred to the Bank is final and not recoverable for re-credit to an employee's leave account.

B. The release of employees for Union leave from duty shall be handled on the same basis as release from duty for personal leave; however, such release shall not be unreasonably withheld by the supervisor.

C. Shop Stewards may be granted leave without pay, not to exceed two (2) days each year for training purposes with prior approval of the department and the Human Resources Director.

D. During the course of this Agreement, the Union may make a once per year purchase of Union Business Leave hours, not to exceed 300 hours during the term of this Agreement, at an agreed-upon rate of *$20.00* per hour.

Article 2.12 **Productivity**

The overriding consideration in the establishment of productivity standards is an honest day's work for an honest day's pay. Since the issue of assuring the community that they are receiving the best services for their tax dollars is of critical interest to both management and labor, labor recognizes that the establishment of such productivity improvements is the right and obligation of

management. The Union will be informed in advance of any proposed change in productivity standards and given the opportunity to discuss the proposed change(s) with the MOA prior to implementation.

Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. Work procedures, schedules and assignments or any other means of increasing productivity may be established and/or revised from time to time at the discretion of the Municipality as long as no right guaranteed employees under this Agreement is violated.

Article 2.13 **Contracting Out**

For the purposes of this Article, "contracting out" shall mean the procurement of goods and/or services by the MOA or any agency thereof from sources other than municipal employees. The Union recognizes that the Municipality has statutory and charter rights and obligations in contracting for matters relating to Municipal operations. The right of contracting or subcontracting is vested in the Municipality. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The Municipality further agrees that it will not lay off any employees of an agency, who have completed their probationary periods and have regular employee status, because of the exercise of its contracting or subcontracting rights within that agency, unless as the result of a contract approved by the Assembly under the Municipal Managed Competition Program (“Program”) dated September, 2013 or a substantially similar Municipal Managed Competition Program approved by the Assembly. Regular employees laid off as a result of the Program shall be paid a lump sum severance benefit of forty (40) hours of the employee’s factored rate pay for every year of service if at least one (1) year of service has been completed at the time of lay-off. Severance pay will not exceed four hundred (400) hours.

Article 2.14 **Meet and Confer**

The parties agree that they will meet and confer in good faith at reasonable times and places concerning this Agreement and its interpretation or any other matter of mutual concern to employee representatives and the MOA. The parties further agree that any party to this Agreement may request, in writing delivered to the other party, that the parties confer within fourteen (14) calendar days after the date of delivery of the request, which shall specify the matter to be discussed. Union requests to meet and confer shall be delivered to the MOA Director of Human Resources. MOA requests to meet and confer shall be directed to the Union. The Union and the MOA Director of Human Resources may designate who their respective representatives shall be at the meet and confer sessions. A refusal to meet and confer in response to such request shall be a violation of this Agreement. There shall be no obligation on the part of any party to reopen, modify, amend, or otherwise alter the terminology or interpretation of this Agreement, or to make any other agreement as a result of any such conferences, nor shall the requirement for such conferences alter the rights or obligations of the parties under this Agreement. The parties recognize that the success of the MOA in conducting the affairs of government and the job security of MOA employees and effective administration of this Agreement depends upon mutual cooperation and frequent and effective communication among all parties. To these ends, the MOA and the Union fully encourage and pledge themselves to friendly and cooperative relations at all levels and among all employees, whether or not covered by this Agreement.

Article 2.15 **Provisions of Seasonal Employees**

A. Seasonal Employees are subject to Article 2.11.2, Union Security and Article 2.11.3, Dues Check Off.

B. **Seasonal Re-Hire.** Absent an unsatisfactory performance rating, Seasonal Employees will have preferential opportunity for subsequent seasonal employment in the same department classification and work unit if the seasonal vacancy exists in the following season. Re-hire of seasonal employees can be accomplished directly between the MOA and the re-hire candidate, and does not require the MOA to contact the hiring hall in advance.

C. **Grievances.** Seasonal Employees may file grievances up to and including Step II in the grievance process and, if necessary, seasonal employees may utilize mediation to resolve disputes after exhausting the grievance process. Cost of mediation will be split evenly between the MOA and the Union. All grievances filed by Seasonal Employees, or about Seasonal Employees, or about seasonal employment, are expressly exempt from the arbitration provisions of the Collective Bargaining Agreement.

D. **Wage Step Progression.** Seasonal Employees will advance to the next step upon completion of one hundred and eighty (180) calendar days, and yearly on that date thereafter, provided there is no break in service longer than one (1) year. Seasonal employment in one classification does not accumulate wage progression credit towards wage progression in another classification. Original appointment to any Seasonal position shall be made at the entrance rate, except as provided in AMC 3.30.124D of the Municipality's Personnel Rules.

E. **Seasonal Leave.** Seasonal Employees accrue Seasonal Leave at a rate of 6.0 hours per pay period prorated for actual hours paid based on an 80-hour pay period. Unused Seasonal Leave is cashable at 100% redemption rate at the termination of seasonal employment. Accrued Seasonal Leave expires with the termination of seasonal employment and cannot be carried forward into another employment period.

F **Other Provisions of the Agreement.**

1. Seasonal Employees are entitled to overtime and shift differential as specified in Article 5.

2. Seasonal Employees shall be paid the hourly wage rate for the classification in which they are working.

3. Seasonal Employees who are subpoenaed as a witness regarding Municipal work shall be eligible for court leave during work hours as specified in Article 4.7.

4. Seasonal Employees shall be granted three (3) working days of paid bereavement leave for a deceased immediate family member.

5. Seasonal Employees are specifically excluded from participation in all other provisions of the Collective Bargaining Agreement between the parties, unless expressly enumerated in this Article.

G. **Holidays.** Seasonal Employees are entitled to recognized municipal holidays as provided in this Agreement. Seasonal Employees are not entitled to the personal holidays. If employees are not in an approved paid status for the entire shift on the last regular work day preceding such holiday and on the next regular work day following such holiday they shall forfeit their right to payment for the holiday.

1. The hours paid as holiday pay are not counted as hours worked for the purpose of determining eligibility for overtime pay in the weeks in which the holidays fall.

H. **Probation.** Probation does not apply to an appointment to a seasonal position since a person so appointed serves at the pleasure of the appointing authority and is subject to summary removal for any reason or for no reason. The MOA shall be the sole judge of a seasonal worker's ability, qualifications, competence, and performance.

I. **Required Safety Footwear Allowance.** On the first full pay period after advancing to Step Two (2) of the wage schedule and annually thereafter upon rehire, Seasonal Employees shall be provided a footwear allowance for required safety footwear of fifty dollars ($50) provided there is no break in service longer than one (1) year.

ARTICLE 3
EMPLOYMENT

Article 3.1 Types of Positions

The different types of positions are regular, temporary, and seasonal.

Article 3.2 Filling Vacant Positions

Vacant positions will be filled by legally mandated placement or reinstatement, transfer or demotion in lieu of layoff, recall from layoff, seasonal recall, hire/rehire, promotion, transfer, demotion, or demotion for disciplinary reasons. Positions shall be filled as legally mandated or by the most qualified applicant as determined by the Municipality

Article 3.3 Position Vacancy Announcements

A. **Contents**: When recruiting for a vacant position, the position vacancy announcement shall include the classification title, pay grade and salary, description of the work to be performed, minimum qualifications, and other relevant information.

B. **Advertising**: Position vacancy announcements shall be advertised as follows.

1. Union Dispatch. The Union shall maintain a hiring hall and refer qualified applicants to the MOA when requested. The MOA agrees to use the hiring hall to obtain qualified workers necessary to fill classifications covered by this Agreement.

   When the MOA requests qualified applicants from the Union, the Union shall have forty-eight (48) hours (excluding Saturday, Sunday, and recognized holidays) to refer qualified applicants to the MOA.

   This requirement does not apply to the rehire of Seasonal employees.

2. Concurrent advertising. In an effort to maximize efficiencies, the MOA may advertise position vacancies internally and concurrently with the Union and other external sources. However, the MOA shall give priority consideration to internal applicants first and then Union referred applicants. The MOA may consider other applicants only if all internal and Union referred applicants have been rejected. The agency shall not be provided other applicants until internal and union referral applicants have been rejected.

3. If the MOA hires outside of the hall, the successful applicant must provide the MOA with a dispatch from the Union prior to the start date.

Article 3.4 Applicant Examination

A. **Eligibility**: To be eligible for consideration, applicants must apply during the advertised recruitment period, meet the minimum qualifications and pass any job related examinations.

B. **Disqualification**: The MOA retains the right to reject any job applicant. Should the MOA reject any applicant, the reason shall be given in writing to the Union upon request. Applicants may be disqualified by the Director or designee for the following, but not limited to:

1. Did not apply during the recruitment period;

2. Does not meet the minimum qualifications for the posted position;
3. Application is incomplete or inaccurate;
4. Is ineligible for hire/rehire by the MOA;
5. Convicted of any crime involving moral turpitude within the last seven years;
6. For positions that require driving, not meeting the minimum standards for driving convictions in Appendix A;
7. The employee's overall evaluation within the last 12 months was not at least satisfactory; and/or
8. Disciplinary action (other than an oral reprimand) within the last 12 months prior to the offer of employment.

Article 3.5 **Preference for Selection**

In descending order, priority in filling vacant positions is as follows:

A. Legally mandated placement or reinstatement
B. Transfer or demotion in lieu of layoff
C. Recall from layoff, within two years
D. Demotion
E. Transfers
F. Promotions
G. Hire or rehire

Article 3.6 **Selection**

Only the Director or designee shall make offers of employment (hire/rehire, recall from layoff, seasonal recall, transfer, promotion, or demotion).

Article 3.7 **Probation**

A. Duration

1. Hire or Rehire. Employees who are hired or rehired into regular positions shall be subject to a probationary period. The probationary period is one hundred and eighty (180) calendar days.

2. Transfer. When an employee transfers to a position in the same department in the same classification, no probationary period shall be served. Employees transferring to a different classification at the same pay grade in the department shall be required to serve a one hundred and eighty (180) calendar day probation period. An employee who has not completed their probation shall complete the one hundred and eighty (180) calendar day probation in the new position. Employees who transfer to a position in a different department shall be required to serve a one hundred and eighty (180) calendar day probation period.

3. Promotion. Employees who are promoted shall be subject to a probationary period. The probationary period is one hundred and eighty (180) calendar days.

4. Demotion. Employees who are demoted shall be subject to a probationary period. The probationary period is one hundred and eighty (180) calendar days. When an employee is demoted to a position in a classification where the employee previously held regular status, no probationary period shall be

served, except in the case of demotion for disciplinary reasons.

5. Recall from layoff. Employees who have been recalled from layoff shall be required to complete any probation that was not completed prior to layoff. If the employee is recalled to a position in a classification that they have not previously held, a probationary period shall be served. The probationary period is one hundred and eighty (180) calendar days.

6. Reallocation of Position. The employee in a reallocated position, whether by reclassification or grade change, shall not serve a new probationary period. In cases where the employee did not complete a probationary period, the employee shall be required to complete the probation.

B. Status Upon Completion of Probation

Regular appointment to a position shall be made only upon satisfactory completion of the probationary period. The department head shall complete a probationary evaluation that the employee has performed satisfactorily during the probation. Unless action is taken by the department head to extend or separate, under section D of this article, prior to the end of the probation period the employee shall have regular status. The employee's commensurate pay increase shall be effective the day following the end of the probationary period.

C. Probation Extension

The probationary period of an employee may be extended for up to ninety (90) calendar days with the approval of the Director. No probationary period may be extended beyond ninety (90) calendar days. Notice of an extension and the reason for the extension shall be provided to the employee in writing prior to the end of the probation period.

D. Probation Separation

Any time during the probationary period, when the department head determines the services of the employee have been unsatisfactory, the employee may be separated from their position without right of appeal or grievance. The employee shall be provided written notification of the separation.

When an employee who was promoted is not performing satisfactorily during the probationary period, consideration will be given to demote the employee into a vacant position for which the employee is qualified consistent with Article 3.5. If the employee is demoted into a classification that they had not previously held, the employee will be required to serve a probationary period. The probationary period is one hundred and eighty (180) calendar days. If the employee is separated during the promotional probationary period, the employee's name will be entered on the recall from layoff list for the position the employee held prior to promotion.

Article 3.8 **Types of Additional Work Assignments**

A. **Working Out Of Class**: When an employee is temporarily performing work in a higher level classification within the bargaining unit, the employee shall be considered working out of class.

1. Regular employees shall have priority within their work unit to work temporarily in higher level classifications before hiring seasonal employees. This does not prohibit the assignment of work in the higher-level classification across work units after the Seasonal employees are hired.

2. Employees who are temporarily assigned to perform work for two (2) or more consecutive hours in a higher classification shall receive step one (1) in the higher classification or five (5) percent above their factored rate of pay, whichever is greater. The employee's current base rate is utilized in determining if step one (1) in the higher classification is at least five (5) percent.

3. Employees who are temporarily assigned to perform work in a lower classification shall be compensated at their factored rate of pay for all hours worked.

4. Employees who are assigned work in a higher classification for training purposes shall not be entitled to additional compensation. Employees acting as a sole operator without monitored supervision are eligible for additional compensation under this Article.

5. The MOA shall assign an employee to perform the duties of a working foreman or lead person when the regularly assigned working foreman or lead person is on leave or unavailable to perform their duty for at least two (2) hours.

B. **Acting Assignment**: Employee is temporarily assigned to act in a non-represented or executive level position.

1. When an employee is temporarily assigned to work two (2) or more consecutive hours in a non-represented or executive position they shall receive ten (10) percent above their factored rate of pay.

Article 3.9 Filling Vacancies By Transfers, Promotions, Demotions, or Recall From Layoff

Positions may be filled by transfer, promotion, demotion, or recall from layoff rather than requesting a referral from the Union.

A. 1. Transfer. Transfer is the lateral movement from one regular position to another regular position in the same class, a different class, a parallel class at the same grade or the same pay grade without a break in service. Temporary and Seasonal employees may only transfer to other Temporary or Seasonal positions.

2. Voluntary. The employee may request a transfer to a vacant position within their department or to a different department. The employee shall submit a written request to their department head. The department head shall forward the request along with a recommendation to the Director for approval. The employee must meet the qualifications and if applicable an acceptable driving record for the position. When the employee is requesting to transfer to a different department, the Director will consult with the department head.

3. Involuntary. A regular employee may be transferred to a vacant position within their department or a different department for an operational need without the employee's consent. Such transfers must be approved by the Director. The employee must meet the qualifications and if applicable an acceptable driving record for the position. The employee shall receive at least two weeks notice, unless the circumstances prohibit notice or the employee waives the notice. Involuntary transfers will not be used for Eagle River positions. This section does not limit the MOA's ability to temporarily assign an employee.

B. **Promotion**. Promotion is the advancement of an employee from a position in a lower salary grade. Whenever practicable and in the best interest of the MOA, positions shall be filled by promotion.

1. Promotion Eligibility:

a) Employees must apply during the recruitment period;

b) Employee must meet the qualifications and have an acceptable driving history if the position requires driving; and

c) Successfully complete an interview process and when applicable, pass job related examination(s).

C. **Demotion**. Demotion is the movement of an employee to a position in a lower salary grade.

1. Voluntary. The employee may request to voluntarily demote into a position through a written request or through a recruitment effort. Employees must meet the minimum qualifications, have an acceptable driving record, and successfully complete any examinations and/or testing.

2. Involuntary. The employee may be demoted as a result of disciplinary actions or in lieu of layoff.

D. **Recall from Layoff**. Laid off employees shall have two (2) years recall rights within the department from which they were laid off. Recall from layoff shall be in order of seniority. An employee who has been laid off may be recalled to a position at the same pay grade or lower grade from which they were laid off. The employee must meet the minimum qualifications and any pre-employment criteria of the position for which they are being recalled.

Article 3.10 **Seniority**

Seniority is utilized for layoff, recall from layoff, and for scheduling of vacation.

A. Regular full-time employees shall be on a seniority list. Seniority shall be measured from the original date of hire or rehire date for an employee who remains continuously employed.

B. The employee who has the longest term of service in the department as a regular full-time employee shall be first on the seniority list for purposes of vacation scheduling.

C. If any employees share the same hire or rehire date, the tie shall be broken by applying the Union seniority tie-breaker formula in Appendix B.

D. Seniority is terminated when the employee is no longer employed.

E. Seniority will be re-established when the employee is recalled from layoff. The employee's seniority will be adjusted for the time period in which the employee was laid off.

Article 3.11 **Layoff**

A. Layoffs may be necessary due to the following, but not limited to:

1. Elimination of a position;

2. Material change in the duties and/or qualifications of the position for which the employee lacks the necessary skills, knowledge or aptitude;
3. Lack of funding; or
4. Lack of work.

B. **Layoff Procedure**

Employees who are being laid off shall receive at least two (2) weeks advance notice. After notification of layoff the employee shall be provided the following options, in order:

1. The employee shall be offered a vacant position at the same pay grade within the department for which the employee qualifies.
2. The employee may elect to bump an employee who has less seniority in the same classification within the department.
3. The employee shall be offered a vacant position at a lower pay grade within the department for which the employee qualifies.
4. The employee may elect to bump an employee who has less seniority in a lower pay grade for which the employee is qualified within the department.
5. The employee may elect to be laid off.
6. If the employee is laid off or elects to be laid off, the employee may receive severance pay in lieu of the two (2) week notification period. The severance pay may be prorated based on the days and/or hours an employee may work in the layoff notification period.

C. **Eligibility for Recall**

1. An employee who is on a recall from layoff list shall be eligible for recall for two (2) years from the date of layoff. Acceptance of any regular position with the Municipality during the two (2) years recall period shall satisfy the employees recall rights.
2. A laid off employee shall have recall rights to the department from which they were laid off. The laid off employee is eligible to be recalled to same pay grade or lower pay grade from which they were laid off. The laid off employee must meet the minimum qualifications and successfully complete any pre-employment requirements.
3. If a laid off employee is offered a regular position at the same pay grade and they decline the position, their recall rights shall end.
4. A laid off employee shall have preference over all applicants when filling regular positions as designated in Article 3.5
5. Recall from layoff shall be in seniority order.
6. The laid off employee must maintain a current phone number and address with the Human Resources Department in order to preserve their recall rights. If a laid off employee fails to respond within five (5) working days of initially being contacted, all recall rights shall be relinquished. When the laid off employee is contacted, they shall report for duty within ten (10) days or the MOA may consider extinguishing recall rights.

Article 3.12 **Work By Non-Employees**

The MOA may use the services of volunteers whenever and wherever they may be offered,

without violation of this Agreement. The Union and the employee which it represents shall join the MOA in encouraging citizen involvement in the betterment of Anchorage. The use of volunteers shall not directly cause the layoff of any bargaining unit member.

ARTICLE 4
HOLIDAYS AND LEAVE

Article 4.1 **Recognized Holidays**

New Year's Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
President's Day (third Monday in February)
Seward's Day (last Monday in March)
Memorial Day (last Monday in May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (first Monday in September)
Indigenous People's Day (Second Monday in October)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving
Christmas Day (December 25)
One (1) Personal Holiday (Refer to 4.1.1)

Article 4.1.1 **Personal Holiday**

Effective January 1 for each year of this Agreement, regular full time employees shall receive eight (8) hours of non-cashable annual leave as a personal holiday. The personal holiday has no cash value.

Article 4.2 Holiday During Annual or Sick Leave

A recognized holiday occurring during an employee's annual or paid sick leave shall not be counted as a day of annual or sick leave.

Article 4.2.1 **Holiday Falling on a Regular Day Off**

When the recognized holiday falls on the employee's regular day off, the employee will receive holiday pay as defined in Article 4.2.3. At the option of the employee, the employee may instead request to receive the equivalent amount of cashable annual leave in place of holiday pay as defined in Article 4.2.3.

Article 4.2.2 **Forfeiture of Holiday Pay**

If employees are not in paid status for the entire shift on the last regular work day preceding such holiday and on the next regular work day following such holiday they shall forfeit their right to payment for the holiday.

Article 4.2.3 **Holiday Pay**

A. Except as modified by paragraph B or C below, full-time employees shall be paid eight (8) hours of pay at their factored hourly rate of pay as holiday pay for each recognized holiday. All hours worked on a holiday shall be compensated at the employee's appropriate factored hourly rate of pay with exceptions noted in Article 4.2.

B. If a full time employee on an alternate schedule (i.e., ten (10) or twelve (12) hour days) works on a holiday, the employee will receive their factored hourly rate of pay for the hours worked and is

entitled to ten (10) or twelve (12) hours of holiday pay, depending on their alternate schedule, at their factored hourly rate of pay.

C. If a full time employee on an alternate schedule (i.e., ten (10) or twelve (12) hour days) does not work a holiday, the employee is entitled to ten (10) or twelve (12) hours of holiday pay, depending on their alternate schedule, at their factored hourly rate of pay.

D. In addition to holiday pay an employee shall be paid for work performed on the employee's recognized holiday under Article 4.1 or Article 4.2.1 at the factored hourly rate of pay unless the employee is eligible to receive overtime pay in the manner stated by Article 5.3.

Article 4.3 **Paid and Unpaid Times Off**

The Municipality will provide eligible employees with reasonable periods of paid time off in accordance with the accrual schedules for annual and sick leave. Additionally, employees will be eligible for specified periods of paid time off for military duty, court duty, paid parental leave, and bereavement leave for members of their immediate family. Seasonal employees are eligible for leave under Article 2.15. Under the conditions specified in this article, the Municipality may approve periods of unpaid time off to allow employees to meet personal, family or medical needs.

Article 4.3.1 **Accrual of Annual Leave**

A. **Annual Leave Accrual Rate**

1. Full-time employees hired prior to July 1, 1991, shall accrue annual leave at the following rate:

11+ years of service	-	12.5 hours per pay period

2. Beginning the first full pay period on or after Assembly approval, full-time employees hired after June 30, 1991, shall accrue leave at the following rates:

0 – 2 years of service	-	6.15 hours per pay period
3 – 5 years of service	-	6.77 hours per pay period
6 – 10 years of service	-	9.23 hours per pay period
11 + years of service	-	11.85 hours per pay period
20+ years of service	-	12.5 hours per pay period

3. If an employee is in a paid status for less than eighty (80) hours in a pay period, then the above accrual rates shall be pro-rated based on actual hours paid.

If any change occurs in the length of the pay period, the accrual rate per pay period will be adjusted to result in the same annual accumulation rate as that stated above.

B. **Annual Leave Accrual While on Leave**

Leave accrues during the period of time an employee is on paid leave. Leave does not accrue during periods of injury leave, paid parental leave or leave without pay.

C. **Annual Leave Accrual Limits**

Accrued and unused leave may be carried over to the next year for the purpose of accumulating an Annual Leave Account, or reserve; however, at the end of the last full pay period of the calendar year an employee may not have more than four hundred and eighty (480) hours of leave.

D. **Sick Leave Accumulation**

Sick leave does not accrue separately, like annual leave, on a regular basis; it accumulates through conversion of excess of hours of annual leave to sick leave as of the first pay period of the new calendar year.

Article 4.3.2 **Regular use of Annual Leave**

A. An employee shall be allowed to use any amount of accrued leave at the time the employee desires that will not be detrimental to agency operations, as determined by the Agency Head. Agency Heads shall establish a vacation leave schedule no later than January and shall give consideration to total municipal service in determining such schedules within each work unit.

B. Every calendar year, full-time employees must take at least eighty (80) hours of annual leave which must be taken each year by the last full pay period of the year. This limitation shall not apply to new or rehired employees until the last pay period of the second (2nd) year following the employee's date of hire or rehire. Seasonal employees who convert to a regular position, without a break in service, are exempt from this provision until the last full pay period of the second (2^{nd}) year following the date of conversion to a regular position. Employees who fail to take the full eighty (80) hours of annual leave shall be considered to have forfeited those hours as if they had been taken. The difference between the hours taken and eighty (80) hours shall be subtracted from the employees' annual leave accounts at the end of the year. Forfeited hours shall be donated to the Union Leave Bank. The difference between the hours taken and eighty (80) prorated hours shall be subtracted from the employee's annual leave account at the next pay period following the last full pay period in December.

   It is the responsibility of the Agency Head to ensure that work is conducted and leaves scheduled so that each employee shall have the opportunity to use leave.

C. Whenever, in the opinion of the Mayor, it is not feasible or in the best interest of the service to grant earned leave to an employee, the Mayor may authorize exceptions to accumulation rules or cash in lieu of leave not to exceed eighty (80) hours in any calendar year providing the employee shall retain at least eighty (80) hours of leave in the employee's account.

D. **Cash-In**

   Subject to the availability of cash and normal budgetary limitations, cash in lieu of accrued cashable annual leave may be obtained twice each calendar year by submitting a request in writing to the employees' Agency Head provided the employee retains at least eighty (80) hours of annual leave in his or her annual leave account following cash payment. Leave cash-in does not satisfy the eighty (80) hours annual leave usage requirement.

E. **Donation of Leave**

An employee may donate cashable annual leave to a fellow employee who is qualified under the MOA's Leave Donation Program.

Article 4.3.3 **Annual Leave Conversion and Cash-In**

A. **Cash-In**

All hours of cashable annual leave in excess of four hundred and eighty (480) hours, unless converted to cashable sick leave under Subsection (B) below, shall be paid in cash to the employee in the next pay period following the last full pay period in December. The employee's factored rate of pay as of the last day in the last full pay period of December will be utilized for the leave cash-in rate.

B. **Sick Leave Conversion**

Upon the written request of the employee as of the last full pay period of the calendar year, up to eighty (80) hours of excess cashable annual leave may be committed each year into a separate cashable sick leave account which shall have a cash-in value upon separation. Conversion of excess annual leave to a cashable sick leave account does not satisfy the eighty (80) hours annual leave requirement.

C. **Cashable Leave at Termination**

Upon termination for any reason employees shall be entitled to payment for unused cashable annual and unused cashable sick leave balances. Such payment shall be made at the rate of 100% of the then current value of the employee's leave balance based upon the factored hourly rate at time of termination. Non-cashable leave shall be forfeited upon termination.

Article 4.4 **Cash Value of Accrued Leave**

A. Annual leave has no cash value, except as provided in Article 4.3.3 while an employee remains actively employed.

B. Upon termination for any reason, employees shall be entitled to payment for their unused annual leave balance based on their factored rate of pay at the time of termination.

C. Cashable sick leave available under Article 4.3.3 B shall be paid to employees based on the factored rate of pay at time of cash-in or usage.

Article 4.5 **Bereavement Leave**

A regular employee shall be granted three (3) consecutive working days of paid bereavement leave for a deceased immediate family member while in Alaska, or four (4) consecutive working days if travel out of state is required. Such leave shall not be deducted from the employee's leave account. At the employee's request, annual leave may be approved.

Article 4.6 **Blood Donation Leave**

Employees shall be eligible for leave to donate blood, in accordance with the procedures outlined in MOA P&P 40-1.

Article 4.7 **Court Leave**

A. Employees called for jury duty shall be treated as being on approved paid court leave.

B. A court appearance when subpoenaed as a witness for the Municipality or to testify in a matter directly related or as a result of their employment with the Municipality will be treated the same as jury duty, as being on paid court leave.

C. An employee shall provide the department head with a copy of a notice of call for jury duty or a municipal subpoena immediately upon receipt by the employee. When excused or released from jury duty or as a witness for the day, the employee shall return to work immediately, allowing for delay for the period of time reasonably necessary to travel to and from home to change into work clothing. Reasonably necessary paid time is not to exceed forty-five (45) minutes.

D. Employees called for a court appearance or jury duty shall be temporarily reassigned to a day shift during the period of time when required to call in for jury, while seated on a jury, or when subpoenaed.

E. Employees shall be paid their factored rate of pay for any time they are scheduled to work and are required to report for a court appearance or jury duty.

Article 4.8 **Military Leave**

A. Any regular employee who is ordered to report to military training or active duty in the Army, Navy, Air Force, Coast Guard, Marine Corps, National Guard or organized military reserves of the United States shall be allowed up to fifteen (15) working days leave per calendar year for such purpose. During such leave, the employee is not entitled to double compensation. In cases where the employees military pay is less than or equal to their Municipal pay the Municipality will recoup the amount of the employee's military pay. In cases where the employee's military pay is greater the Municipality will recoup the total Municipal pay. employees shall be paid the difference in their factored pay and their military pay. Such military leaves shall not be deducted from accrued annual leave. Employees ordered to attend additional periods of military duty may take annual leave or leave without pay for such duty.

B. **Military leave without pay**.

1. An employee ordered to active military duty shall, upon request, be entitled to up to five (5) years of military leave without pay, or in accordance with applicable federal laws, for the purpose of fulfilling the employee's military commitment.

2. An employee placed on leave without pay under this subsection will:

   a. Remain a Municipal employee.

   b. Be reinstated in accordance with Article 3.

   c. Have the opportunity to purchase health insurance in accordance with the health plan and federal and state law.

   d. May elect to use paid annual leave or elect leave without pay.

3. A reinstated employee shall be reemployed in such a manner as to give the employee such status in employment as the employee would have enjoyed if the employee had continued in that employment.

4. An employee placed on military leave without pay may be replaced by temporary or substitute employees, depending on the needs of the agency and the anticipated duration of the leave.

5. To the extent that an employee is guaranteed rights under federal or state law which exceeds the benefits contained in this subsection, the applicable law will apply.

Article 4.9 **Injury Leave**

Article 4.9.1 **Eligibility.**
Any regular employee shall be eligible for injury leave who (1) is injured in the scope of employment and is unable to fully perform the duties of the employee's job classification, and (2) receives time loss benefits under the Alaska State Workers' Compensation Act as a result of that injury. The employee shall provide the municipality's worker's compensation administrator with all requested documentation.

Article 4.9.2 **Period of Eligibility**.
All injury leave, including light duty, expires one (1) calendar year from the date of the original injury. If an employee is unable to perform the duties of the employee's job classification with or without a "reasonable accommodation" for a qualifying disability under the Americans with Disabilities Act Amendment Act (ADAAA) within one (1) calendar year after the date of the original injury, the Director may terminate the employee. An employee shall not be eligible for injury leave or any light duty for any recurrences or exacerbation(s) of the original injury after the one (1) calendar year has elapsed, unless part of a "reasonable accommodation" for a qualifying disability as defined by the ADAAA.

Article 4.9.3 **Light Duty.**
An employee on injury leave who is unable to fully perform the duties of the employee's job classification may be offered light duty and perform modified or alternate duties if available and at the discretion of the Agency Head. The employee shall be capable and qualified to perform the assigned work. The employee shall be compensated at the employee's factored rate of pay.

Article 4.9.4 **Medical Appointments.**
An employee on light duty who is working full time is encouraged to schedule doctor's appointments during off hours. If an employee is unable to schedule injury related medical appointments during non-work hours, the employee shall be released from work for no more than two (2) hours per week, including travel time, for one (1) year from the date of the original injury. The employee shall not be charged leave for those two (2) hours per week. The employee shall return to work for the remainder of the shift following the medical appointment.

Article 4.9.5 **Health and Insurance Benefits During Injury Leave/Workers Compensation**.

An employee who is on injury leave and receiving Workers' Compensation time loss benefits shall maintain health and insurance benefits. The employee shall be responsible to pay the employee portion of the employee's elected benefits.

Article 4.9.6 **Waiting Period.**
An employee may elect to use the employee's paid leave or leave without pay to satisfy the three day waiting period requirements of the Alaska State Workers' Compensation Act.

Article 4.10 **Leave Without Pay**

Leave without pay may be granted by the Director of Human Resources, or designee, upon request by the employee and recommendation of the department head, and upon consideration of the particular needs of the employee and the department. Leave and benefits shall not accrue during leave without pay except as provided in this Article. The employer-employee relationship shall be maintained during a period of leave without pay, but no other compensation shall be paid by the Municipality.

Article 4.12 provides for family leave. Additional periods of leave without pay directly following family leave may be requested by an employee and may be approved by the director upon recommendation of the agency head. The periods of unpaid family leave will count toward the maximum periods of leave without pay available under this article.

Leave without pay may be requested, with the exception of military leave without pay. Approved leave without pay may not exceed one hundred and eighty (180) calendar days during a rolling three hundred and sixty-five (365) day period, unless otherwise provided by law.

Article 4.10.1 **Requirements**

The Director of Human Resources, or designee, may grant leave without pay to employees who request such leave when:

1. The employee has stated a legitimate reason to support the leave request application;

2. The department head certifies that the department is able to perform adequately if the leave is granted;

3. The employee has exhausted paid leave accounts;

4. The initial leave is granted for no more than ninety (90) calendar days, with the possibility of one (1) extension for an additional ninety (90) calendar days upon the same conditions; and

5. For periods over 30 consecutive days, the employee may be eligible to receive medical and life insurance benefits in accordance with the applicable Plan.

Article 4.10.2 **Replacement of Employee on Leave Without Pay:**

Employees on approved leave without pay may be replaced by temporary employees, depending on the needs of the department and the duration of the leave without pay. Employees shall resume their positions upon completion of the approved leave without pay.

Article 4.11 **Programmed Leave Without Pay**

A. **Requirements:** If a department head suspends the work performed by an employee for more than one (1) week, but no more than eight (8) work weeks in a calendar year, the employee may choose to be laid off pursuant to Article 3.6 of this Agreement, or to take programmed leave without pay, if that option is offered by the Director of Human Resources, or designee. An employee who is on programmed leave without pay may choose to use annual leave for any portion of that leave.

B. **Duration:** No more than sixty (60) days of programmed leave without pay shall be imposed pursuant to any one suspension of work by an agency head.

C. **Benefits:** An employee on programmed leave without pay shall continue to receive life and health insurance coverage, as determined by the Director of Human Resources, or designee, but annual leave shall not accrue during that time.

D. **No Employee Replacement:** No employee on programmed leave without pay shall be replaced at any time by reason of such leave, nor shall the work of the employee's position be assigned to another employee.

Article 4.12 **Family Leave**

It is the policy of the Municipality to comply with the provisions of the Alaska Family Leave Act (AFLA) (AS 39. 20.500 - .550) and the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3). Leave as described in FMLA, AFLA, or both is referred herein as family leave.

Article 4.12.1 **Family Leave Requirements**

Family leave shall be granted to eligible employees in accordance with the requirements of FMLA and/or AFLA, except to the extent that other leave options provide a family leave benefit more generous to employees than FMLA and/or AFLA.

Article 4.12.2 **Coordination with Other Leave**

A. Employees requesting Family Leave shall first exhaust their eligible paid leave before utilizing leave without pay. However, at the employee's discretion, a maximum of forty (40) hours of accrued annual leave may remain in the employee's leave account.

B. Injury leave is considered family leave if it is a serious health condition that makes the employee unable to perform the function of the job.

C. Employees who have exhausted their Family Leave may request leave without pay under the provisions of section 4.10. The leave without pay may be requested by an employee and may be approved by the director upon recommendation of the agency head. The period of family leave will count toward the maximum periods of leave without pay available.

Eligible paid leave includes the following: Cashable annual leave, cashable sick, and non-cashable annual.

Article 4.12.3 **Benefit Entitlement**

Health insurance coverage for an employee on family leave shall be maintained on the same basis as such coverage is available to an employee who is actively at work during the first twelve (12) weeks in the measuring period. Employees on extended family leave under AFLA (beyond the twelve (12) weeks in the measuring period) may receive (or pay) for such health coverage in a manner prescribed by the director.

Article 4.12.4 **Replacement of Employee on Family Leave**

Employees on family leave may be replaced by temporary, seasonal or full time employee(s) depending on the needs of the agency and the duration of the family leave. Employees shall resume their positions upon completion of family leave.

Article 4.13 Paid Parental Leave (PPL) – Effective the first of the next month following

Assembly approval of the new Agreement

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 requirements.

3. One award per rolling 12-month period; to 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 4.14 **Unauthorized Absences**

A. Any employee who is absent from duty shall report the reason to the first non-represented supervisor as soon as possible. Unauthorized or unreported absences shall be reported as absence without pay, and may be cause for disciplinary action. An employee who has sustained an occupational injury/illness, and has not provided the MOA with the required report of injury or the medical certifications to be off work, is considered to be on unauthorized or unreported absence, except in cases of extreme emergencies or supervisory approval.

B. The Employer may require a medical certification before returning to work if there is reason to believe malingering is suspected or employee has an unacceptable pattern of absence. An employee who falsely claims a medical use of personal leave is subject to disciplinary action.

ARTICLE 5
COMPENSATION

Article 5.1 **Wage Rates**

A. Wages paid to employees shall be as specified in Article 11 of this Agreement. All employees will be compensated under a pay grade and step system.

B. The wage schedule specified in Article 11 of this Agreement shall be adjusted as follows:

1. Effective the first full pay period of January 2025, the hourly wage rates shall reflect an increase of five percent (5.0%) as specified in Article 11.3.

2. Effective the first full pay period of January 2026, the hourly wage rates shall reflect an increase of three percent (3.0%) as specified in Article 11.4.

3. Effective the first full pay period on of January 2027, the hourly wage rates shall reflect an increase of two and five tenths percent (2.5%) as specified in Article 11.5.

   a. Effective the first full pay period of January 2027, an additional two and five tenths percent (2.5%) step will be added to the end of the salary table as specified in Article 11.5. Employees who are currently at the top step, will advance to the new step on their merit anniversary date.

4. Effective the first full pay period of January 2028, the hourly wage rates shall reflect an increase of two percent (2.0%) as specified in Article 11.6.

Article 5.2 **Starting Rate on Initial Employment**

A. Original appointment to any position shall be made at the entrance rate, and advancement from the entrance rate to the maximum rate within a pay grade shall be by successive steps. Upon recommendation of the Agency Head, the Director may approve initial compensation at a rate higher than the entrance rate in the grade for the class when the needs of the service make such action necessary, provided that any such exception is based on the applicant's experience and ability over and above the minimum qualification for the classification, or if a critical shortage of applicants exists. Such approval shall be made in writing prior to appointment.

B. Upon satisfactory completion of the probationary period after initial appointment or promotion, the employee’s entrance pay shall be advanced one (1) increment to the next highest step in the pay grade for the class to which the employee’s position is allocated. The probationary period may be extended and probationary increase withheld until successful completion of probation. Exceptions are:

1. Where this Agreement specifies elsewhere that no probationary increase shall result; or
2. Where employees are promoted, appointed, or reappointed at the maximum step.

C. Advancement from step to step within a pay grade shall occur only on the merit anniversary date of the employee's employment in that classification or a higher classification in the same series. In the event of an upward reclassification or grade change, the merit anniversary date shall remain unchanged.

Article 5.3 **Overtime Pay**

Employees shall be paid at one and one-half (1½) times their factored hourly rate of pay for overtime worked at the direction of the Municipality, unless a higher hourly rate of pay is required by law.

5.3.1 **Overtime**

A. Policy

Overtime may be worked only when scheduled and directed by the Municipality. All hours worked in excess of an employee's regularly scheduled shift on any given work day or forty (40) hours in any given work week shall constitute overtime.

B. **Overtime Rotation**

Where the requirement to work overtime can be reasonably anticipated and scheduled, such overtime shall initially be offered on a rotating basis to qualified employees who have signed a volunteer list by classification at each work unit. Seasonal employees will be placed at the bottom of the list in order of seniority as defined in 3.10 B.

Where necessary to maintain crew integrity, overtime shall initially be offered on a rotating basis to qualified employees by classification within each crew in order of seniority. Management shall determine if an employee is qualified. If no individuals accept the overtime then a qualified employee shall be assigned in inverse seniority within the crew in which the overtime occurs.

Undesired overtime shall be assigned in inverse order on a rotating basis by seniority by classification The employer's obligation in assigning overtime off the volunteer list is limited to calling the employee first at work, if the employee is on duty, and then at the employee's home or at a single contact number, which has been provided by the employee. An employee on leave or at work shall not lose their position on the voluntary overtime rotation list. Overtime work, which is continuous with the regular work assignment, need not be separated from the assignment. For call out overtime in emergency situations, preference shall be given to qualified employees on the volunteer list. If no individuals are available, qualified employees shall be assigned by the employer, as necessary.

Article 5.4 **Shift Differential**

Employees shall receive shift differential premium pay per this article based upon the majority of continuous hours worked during their scheduled shift. In those cases where the hours worked are evenly split, the higher shift differential shall apply. The shift differential for swing shift is three percent (3%) of an employee's factored hourly rate of pay. The shift differential for the night shift is six percent (6%) of an employee's factored hourly rate of pay.

Article 5.5 **Length of Service**

The length of service for an employee who remains continuously employed by the Municipality shall be measured from the date of the employee's most recent date of hire for municipal employment and used to compute leave accrual rate, pay entitlement, and seniority excluding:

1. Every day between the employee's layoff date and recall date with the Municipality.

2. Time spent by the employee in a seasonal or temporary position unless that employee moved directly from such seasonal or temporary position to a regular position without a break in service.

Article 5.6 **Performance Step Programs**

Regular employees hired/rehired on or after July 1, 2013 are not eligible for Service Recognition (SRP) or Performance Step Program (PSP) pay.

Regular employees hired prior to July 1, 2013 are eligible for PSP pursuant to Article 5.6.2.

Article 5.6.1 **No Service Recognition Pay and Longevity Pay**

Service Recognition pay and Longevity Pay are no longer applicable.

Article 5.6.2 **Performance Step Program**

Regular employees hired prior to July 1, 2013 are eligible to participate in the PSP pursuant to the following requirements and shall be required to meet the criteria:

1. Participation begins only after an employee has reached step 4 on the pay schedule.
2. Employees must complete eight (8) cumulative quarters successfully for each step.
3. Eligible employee may begin the program at the start of the next quarter after meeting eligibility requirements.
4. Employees shall notify their department head of their intention to begin the program.
5. Each quarter shall be signed off by the supervisor and the employee to reflect satisfactory or unsatisfactory completion of the quarter.

Successful completion of the following shall be deemed as having met the criteria to advance:

1. Safety.
    a. No preventable accidents, preventable incidents, moving violations, or citations on the job.
    b. Attends a minimum of two (2) safety meetings per quarter.
    c. Follows safe practice rules.

2. Dependability/Reliability.
    a. Attendance and punctuality.
    b. Zero unauthorized absences each quarter.
    c. No more than three (3) non-scheduled days of leave absence per quarter.

3. Service/Initiative
    a. A substantiated, valid complaint resulting in formal counseling or a disciplinary action report (DAR) eliminates eligibility for that quarter.
    b. Meets management objectives by following department methods and techniques; and when possible, contributes and applies new efficiency, cost savings and/or productivity methods or techniques.*
    c. Is a team player; works cooperatively and displays positive attitude.*

    * The supervisor will be required to provide documentation in order to eliminate eligibility for that quarter.

4. Upon the successful completion of eight (8) quarters, an employee shall receive an additional six and one-half percent (6.5%) above the base rate of pay. The employee shall then be eligible to enter into the second step of the PSP.

5. Upon the successful completion of eight (8) additional quarters in the second step of the PSP, an employee shall receive thirteen percent (13%) above the base rate of pay.

Final approval for granting the performance step is made by the department head in consultation with his senior executive.

The decision is not grievable, however it is appealable. A committee of two (2) bargaining unit members selected by the Union and two (2) Management members shall be formed as an appeal committee. The appeal committee shall attempt to resolve any appeals made by an employee who is alleged to have not met the criteria during any quarter. Appeals shall be filed and heard in an expeditious manner. If the committee is unable to resolve the matter to the employee's satisfaction, the appeal shall be heard by the Union business representative and the Employee Relations Director or designee. If the employee is not satisfied with the findings of the business representative and Employee Relations Director, the final appeal shall be to the Senior Executive overseeing that department. The decision by the Senior executive is final and is not grievable under the terms of this Section.

Article 5.7 **Standby Pay**

When an employee must remain available to be called out to work on short notice they shall be considered in Standby status.

No employee shall be in Standby status unless scheduled for such work by the MOA. The rules and requirements applicable to employees in Standby status shall be determined by the management of the department within which the Standby employee is employed. Standby assignments will be made on a rotation basis from a list established by the MOA. Employees who are in Standby status at the direction of the MOA shall be paid two (2) hours of pay at their factored straight time rate for each calendar day or portion thereof spent in Standby status. Time spent in Standby status does not count as hours worked for purposes of determining overtime eligibility within the workweek.

Article 5.8 **Call Out Pay**

All Call Outs shall be assigned by the Municipality. Call Out is when employees are called into work to perform unscheduled work after they have completed (clocked out) their scheduled shift and prior to the start of their next scheduled shift.

An employee who is working in Call Out status shall be compensated at one and one-half (1½) times the factored rate of pay for all hours worked with a guarantee of at least four (4) hours of pay at the factored straight time rate for each call out. If the employee has completed a Call Out and is then Called Out again during the four (4) hour window which starts when the employee reports to the job site, then it is considered the same Call Out. The employee would not be entitled to an additional four (4) hour guarantee, only payment for hours worked at one and one-half (1½) times the factored rate of pay. The Municipality agrees not to use shift change language to avoid paying call out pay.

Article 5.9 **Wait Time**

Status of an employee when commencement or continuation of work has been delayed by order of the MOA and the employee has been ordered to remain available and ready to commence or continue work is considered wait time.

Employees in wait time status shall continue to be paid during this time.

Article 5.10 **Guaranteed Relief**

Employees are guaranteed a break of eight (8) consecutive hours between their regularly scheduled shifts.

Article 5.11 **Travel Pay**

Employees performing work related travel at the direction of the MOA shall be compensated and/or reimbursed as specified in MOA Policy and Procedure 68-1, Employee Travel Approval, Travel Expenses and Per Diem.

Article 5.12 **Deductions from Pay**

The Municipality may deduct monies owed to the Municipality under any Municipal policy or program in which the employee is participating which calls for payroll deductions, such as tuition reimbursement and benefit deductions. The Municipality may make other deductions from employee pay as authorized by law, Collective Bargaining Agreement, or written agreement with the employee.

Article 5.13 **Reclassification Request**

An employee who believes that they are consistently performing work in a higher established classification may file a request for reclassification in accordance with AMC 3.30.027 B.

Article 5.14 **Pay Day and Pay Time**

All employees covered by this Agreement will be paid every other week through automatic payroll deposit. If payday is a recognized holiday, then payday shall be the last working day prior to the recognized holiday.

Article 5.15 **Errors in Pay**

There shall be no liability on the part of the Municipality with regard to the preparation and delivery of paychecks other than for intentional misconduct. The Municipality will reimburse an employee for any proven loss suffered by the employee as a result of intentional misconduct in the preparation and delivery of the employee's paycheck.

Errors in pay, which are a variance with the timecard submitted and the actual hours paid for the pay period, will be corrected by the Municipality by the next full pay cycle after the error in pay is verified and confirmed by Central Payroll. In the event the Municipality fails to correct confirmed errors in pay by the next full pay cycle the employee shall receive seventy-five dollars ($75.00) for each calendar day after the full pay cycle during which the error in pay remains uncorrected. Should there be a disagreement on whether an error in pay occurred the grievance procedure shall be utilized for resolution and the employee shall not be eligible for additional compensation as stated above. Pay errors for pay shortages of $50 or less or as a result of software configuration shall be exempt from this provision.

Upon notification to the member, the Municipality reserves the right to recover any overpayments in the same manner and same number of pay periods in which the overpayment occurred.

Article 5.16 **Mid-Term Classification Changes**

If, during the term of the Agreement, the Employer creates a new classification, the applicable grade is subject to negotiations and, if necessary the grievance process.

The employer's decision to create a new classification is not subject to the grievance process.

Article 5.17 **Pyramiding Prohibited**

Pyramiding is defined as counting hours paid at a premium (multiplication factor of 1.50) in the calculation to determine if an employee has worked forty (40) hours or more in the work week.

Compensation shall not be paid more than once for the same hours under any provision of this Agreement. Hours worked for overtime, call-back and holiday pay shall not be pyramided or duplicated.

Once the time has been compensated at the applicable overtime rate, the time does not count again in determining if an employee has forty (40) hours of work in the work week making them eligible for overtime compensation.

ARTICLE 6
BENEFITS

Article 6.1 Health and Welfare Program

A. Health Care Plan

Eligible employees shall be covered by the Health and Welfare Plan provided by the Public Employees Local 71 Trust Fund (Trust) except as otherwise set forth in this article.

B. Eligibility

Full-time employees may be eligible to participate in health, life and disability programs subject to the provisions of the plan. Coverage is subject to the terms and conditions described in the plan booklet provided by the Trust.

C. Municipal and Employee Contributions

1) Effective the first full month following Assembly approval of this agreement, the Municipality of Anchorage shall contribute an amount equal to one thousand nine hundred eighteen dollars ($1,918.00) per month to the Trust for each eligible employee. The Union shall advise the Municipality of Anchorage of pre-tax and after-tax contribution amounts that employees shall contribute per month to the Trust through payroll deduction.

2) Effective July 1, 2025, for each eligible employee the Municipality shall increase the monthly contribution to the Trust, not to exceed the lesser of:

a) the CPI-U Medical for Anchorage for the prior calendar year, or
b) $50 per month increase from the prior year's contribution.

3) Effective July 1, 2026, for each eligible employee the Municipality shall increase the monthly contribution to the Trust, not to exceed the lesser of:

a) the CPI-U Medical for Anchorage for the prior calendar year, or
b) $50 per month increase from the prior year's contribution.

4) Effective July 1, 2027, for each eligible employee the Municipality shall increase the monthly contribution to the Trust, not to exceed the lesser of:

a) the CPI-U Medical for Anchorage for the prior calendar year, or
b) $50 per month increase from the prior year's contribution.

5) The Union shall advise the Municipality of Anchorage of the pre-tax and after-tax contribution amounts that employee's shall contribute per month to the Trust through payroll deduction.

D. Health Care Reform

On an annual basis, the Union will provide certification of compliance with applicable minimum essential coverage and affordability provisions of the Affordable Care Act (ACA), or related federal or state laws.

Should state or federal laws or regulations mandate changes in cost, premiums, or care coverage, the parties agree to reopen negotiations under Article 6.

Under no circumstances shall the eligible employee contribution either directly or indirectly result in tax or penalty liability for the Municipality associated with the "Cadillac Tax" or similar laws or regulations.

E. **Health Insurance Rate Adjustments**
The Union agrees to provide the Municipality of Anchorage with an underwriting analysis of the Trust and the Trust's premiums for the following plan year by May 1 of each year of this Agreement. The Municipality, at its own expense, reserves the right to perform its own review and analysis of the Trust, but shall not have access to any Protected Health Information, except as required by federal or state laws (e.g., ACA).

F. **Health Care Reporting Requirements**
The Municipality, Union, and Trust will cooperate in providing information about health care plans, participants, and related health care information that is required for reporting purposes by federal or state laws (e.g., ACA).

Article 6.1.1 **Health and Wellness Promotion**

The Union recognizes that a healthy workforce and a safe work environment benefits both the employees and the MOA. The Union agrees to cooperate with and promote health or wellness programs made available by the MOA. Participation in such programs shall be on a voluntary basis. There shall be no cost to the Union or the Trust for such programs.

Article 6.1.2 **Long Term Disability**

The MOA shall provide long term disability coverage in the amount of sixty (60) percent of the employee's annual salary to a maximum of six thousand two hundred fifty ($6250.00) dollars per month subject to the terms of the insurance contract for each eligible employee.

Article 6.1.3 **Employee Assistance Program**

Eligible employees may participate in the Municipality's Employee Assistance Program (EAP) subject to the provisions of the plan.

Article 6.2 **Savings Plan**

Eligible employees may participate in the Municipality's 401 (K) and 457 savings plan subject to the provisions of the plans.

Article 6.3 **Retirement**

The Municipality shall maintain, for eligible employees, the State of Alaska Public Employees Retirement System program as legislated by the State of Alaska.

Article 6.4 **Payroll Deductions**

Premium expense paid by the employee through payroll deduction will be paid on a pretax or post tax basis as defined by the plan. Payroll deductions will be split equally between the first two (2) pay periods in each month.

Article 6.5 **Health and Welfare Trust Plan**

The parties agree as follows:

A. The Union will establish the Public Employees Local 71 Trust Fund. The Trust agrees to enroll eligible MOA employees represented by Local 71 in the various Benefit Plus Flex Plans. MOA shall provide to the Trust no later than the first business day of each month enrollment information from the previous month. Should the month contain three pay dates, the MOA will furnish the report no later than the fifth (5^{th}) of the subsequent month.

B. The MOA agrees to make the appropriate payroll contributions to the Plan on or before the fifteenth (15^{th}) day of the month following the month for which the employee was eligible for coverage.

C. The Trust agrees to be responsible for quarterly reconciliation of the payments received from the MOA per employee. Should an overpayment to the Trust occur on behalf of an employee, the Trust shall remit the overpayment to the MOA for purposes of the MOA's repayment to the employee. If the MOA, in error, advances eligibility and payments for an employee who is not a Local 71 member and the Trust certifies eligibility and pays benefits on behalf of that employee, the MOA shall be responsible for reimbursing the Trust for the amount paid in benefits on behalf of that employee, less the premiums collected by the Trust. The Trust shall notify the MOA of any such error within 10 days of discovery and shall immediately transfer all claims records to the MOA. Should an underpayment to the Trust occur on behalf of an individual, the Trust will notify the MOA of the additional deductions to be taken? In the event of either an overpayment or an underpayment, the Trust will provide the MOA with documentation as necessary to verify the adjustments.

D. The amount the employee contributes to the basic health Trust, to include voluntary benefits, will be split equally between the first two (2) pay periods in each month.

E. The Municipality will not provide payment of unused benefit credits to employees.

F. The Trust shall operate within the rules of the Trust's section 125 Plan. The MOA shall have the right to audit the enrollment process and premium calculation.

G. The Trust will be entitled to accept forfeitures and will be responsible for any negative experience risk generated by the elections in the Health Care Spending Account benefit option.

H. Those contributions provided by the MOA on a monthly basis, are solely for the purposes of a health and welfare benefit program or programs for the benefit of eligible members of the Public Employees Local 71 Bargaining Unit-and their qualified beneficiaries and to defray the reasonable expenses of administering the plan or plans of benefits. If the Trust covers participants in addition to members of the Public Employees Local 71 Bargaining Unit, the Trust will account for the contributions made pursuant to this Agreement and will insure that income and expense statements and balance sheets are maintained so as to determine the administrative costs as well as the actual cost of benefits for the plan or plans covering the Public Employees Local 71 Bargaining Unit members. The provisions of the plan or plans obtained by the Trust must satisfy the mandatory requirements of Anchorage Municipal Code 3.30.161 and the Affordable Care Act.

I. In consideration of receipt of the transferred funds the Public Employees Local 71 and the Public Employees Local 71 Trust Fund hereby agree to indemnify and hold harmless the Municipality of Anchorage from any and all claims and actions of whatever nature or consequence arising from the exemption of Bargaining Unit members from the MOA's Health Plan, including any claims arising from no-coverage of eligible employees and qualified spouses or dependents. This section does not release the MOA from forwarding contributions required by the collective bargaining agreement. By entering into this Collective Bargaining Agreement the Public Employees Local 71 agrees to relieve the

Municipality of Anchorage of any obligation to obtain, maintain or administer a health insurance plan under AMC 3.30.161 covering eligible Bargaining Unit members.

J. It is also understood and agreed that the Municipality of Anchorage's liability for contributions is limited to those fiscal years in which the monetary terms of a Collective Bargaining Agreement between the parties is approved by ratification of the bargaining unit members and approved by the Municipal Assembly in accordance with AMC 3. 70.130.

ARTICLE 7 DISCIPLINE AND RESOLUTION OF DISPUTES

Article 7.1 Discipline

In normal circumstances the Municipality shall follow a program of progressive discipline, consisting of: documented oral reprimand, written Disciplinary Action Report (DAR), suspension without pay, demotion, or termination of employment. The level of discipline is determined by the department head or designee and in concurrence with the Human Resources Director or designee. The Municipality may impose discipline at any level depending upon the severity or frequency of the offense.

Article 7.1.1 **Discipline and Termination of Employment**

The Municipality retains the right to discipline or discharge an employee for just cause.

"Just Cause" shall mean that sufficient justification exists for the proposed action against the employee. "Just cause" shall apply to behavior by an employee, which is detrimental to the discipline, public image or efficiency of the Municipality of Anchorage as an employer. As so defined, proof of any one of the following shall constitute "just cause":

1. Incompetency;

2. Inefficiency;

3. Lack of any of the qualifications required by AMC 3.30.024 D;

4. Theft, fighting, or assault of a fellow employee or member of the public;

5. No call or no show without sufficient justification. A three day no call/no show results in voluntary termination;

6. Insubordination;

7. Excessive or habitual absenteeism/ tardiness;

8. Harassment of other employees or the public;

9. Violation of a written municipal procedure or regulation, which was known or reasonably should have been known to the employee;

10. Violation of an oral directive;

11. Conviction of a crime using the chart in 7AAC 10.905 as a guide to the significance of a crime;

12. Violation of AMC 3.30.190 Substance Abuse Testing Policy;

13. Any other conduct recognized by reasonable persons as justification for discipline including dismissal.

The Municipality shall notify the Union of a proposed disciplinary and/or discharge action before the issuance of the proposed disciplinary and/or discharge action to allow the opportunity for a Union representative to be present when such disciplinary and/or discharge action is taken. The reasons for such disciplinary and/or discharge action are to be stated in writing by the Municipality.

Article 7.2 **Grievance Defined**

Only complaints or disputes of an employee acting through the Union, arising under this Agreement and involving an alleged violation, misapplication or misinterpretation of this Agreement or complaints of the MOA or the Union are subject to the grievance procedure. The MOA or the Union may file a grievance on its own behalf only when the grievance alleges a violation, misapplication, or misinterpretation of this Agreement which deprives the MOA or the Union of a specific right, power, or entitlement granted or reserved to it in this Agreement. MOA and Union grievances are to be filed in writing commencing at Step II of this grievance procedure. Allegations of unlawful discrimination are not grievable under this Agreement unless all public agencies which might have jurisdiction to investigate such allegations refuse to do so.

A grievance may be filed by the Union on behalf of all employees who are similarly situated. Such "class action" grievances must identify all members of the class with sufficient particularity to enable the parties to determine who would be affected by the resolution of the grievance. Class action grievances must be signed by one member of the class, and must be filed on the Union grievance form.

The Union shall provide to the Human Resources Director or designee a list of business representatives who are Union designees for the purpose of pursuing and resolving Union grievance matters. This list is to be resubmitted any time there is a change in personnel on behalf of the Union.

Article 7.3 **Grievance Procedure**

A. When a situation arises which becomes a basis for a grievance, the Union and the Municipality shall make every effort possible to informally resolve the issue. In the event that the problem cannot be resolved, the grievance will be reduced to writing on a standard form agreed to by the parties within ten (10) business days of the event, giving rise to the grievance and the following procedure will be used.

   The written form of the grievance is to contain the following information:

   1. Nature of the grievance and the specific circumstances out of which it arose;
   2. Remedy requested;
   3. Article(s) and Section(s) of this Agreement alleged to be violated, relied upon, or claimed to have been violated;
   4. Date of alleged violation(s); and
   5. Signature of the grievant, if applicable, and the union representative.

B. In the application of this article, "business days" excludes Saturdays, Sundays, and recognized Municipal holidays. Nothing in this article is to be construed to prevent settlement of a grievance by mutual agreement of the parties at any time. The expenses of the arbitration are borne equally by the Municipality and Union representing the grievant.

C. At each step the time requirements may be extended in writing by mutual agreement. Failure by either party to follow the time limits for advancing the grievance to the next step in the grievance and arbitration procedure set forth below shall result in the grievance being resolved against the party failing to follow time limits without precedent.

D. For cases involving discharge the grievance procedure begins at Step II of the procedure and the parties agree to make every effort to schedule the arbitration on an expedited basis.

Article 7.3.1 **Step One**

The written grievance is to be given to the Human Resources Director or designee within ten (10) business days of when the event giving rise to the grievance occurred. The Human Resources Director or designee will send the grievance to the appropriate Department Head. The Municipality shall have ten (10) business days from receipt of the written grievance to meet with the Union and attempt resolution. Within ten (10) business days after the Step I meeting the Department Head, in concurrence with the Human Resources Director or designee shall issue a written response.

Article 7.3.2 **Step Two**

Upon receipt of a denial of the grievance at Step One, the Union shall have ten (10) business days in which to notify the Human Resources Director or designee that the grievance remains unresolved and that the Union wishes to appeal the grievance to Step Two. If notification is given, then the Union and the Human Resources Director or designee shall meet within ten (10) business days of that notice to attempt resolution. Within ten (10) business days after the Step II meeting, the Employee Relations Director shall issue a written response.

In the event that the Union or the MOA files a grievance at Step Two of this procedure, the Employee Relations Director or designee and the Union shall meet within ten (10) business days of the receipt of that grievance in an attempt to resolve the grievance. Within ten (10) business days of that meeting, the party against whom the grievance is filed shall issue a written response.

Article 7.3.3 **Step Three**

The request for arbitration may be made by either party and must be made in writing within ten (10) business days of receipt of the Step Two response. The arbitration will be conducted pursuant to the procedural rules set fort in the Labor Arbitration Rules of the American Arbitration Association (AAA) and generally accepted principles of labor arbitration.

Article 7.3.4 **Arbitrability**

In the event that any question involving the procedural arbitrability of any grievance arises, unless otherwise agreed by the parties, any procedural arbitrability question is to be arbitrated in a separate hearing prior to the commencement of arbitration on the merits of the grievance. Different arbitrators shall be used for the two hearings unless otherwise agreed by the parties. The hearing on the merits will not commence until a decision is rendered on the arbitrability questions.

Article 7.3.5 **Selection of the Arbitrator**

If there is a request for arbitration, the Union and the MOA shall meet within five (5) business days to agree on a mutually acceptable arbitrator. If no agreement is reached, the parties shall select an arbitrator by utilizing the striking method from a list of seven (7) Northwest arbitrators supplied by the AAA for the purposes of the dispute. Arbitration will commence as soon as practicable following the appointment of the arbitrator. The expenses of arbitration will be borne equally by the MOA and the Union.

Article 7.3.6 **Authority of the Arbitrator**

The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration and the procedural rules of the AAA**.** The arbitrator shall have no authority to add to, alter, delete or modify any statute, regulation, ordinance or provision of this agreement. The arbitrator has no authority to grant any relief that is not reasonably contemplated by the grievance, or to issue any award on a matter not raised in the grievance. The arbitrator's authority and jurisdiction is strictly limited to the interpretation and application of this agreement.

The decision of the arbitrator shall be reduced to writing unless waived by the parties and shall be final and binding upon the parties. Past practices of the parties may be considered by the arbitrator in interpreting ambiguous contract language. In no case shall past practices be relied upon by the arbitrator to alter an unambiguous provision of the Agreement.

Article 7.3.7 **Service**

By agreement of the parties, mail, facsimile transmission, email and/or hand deliveries may be used as the means of filing grievances, responses and requests for extensions of time.

Article 7.3.8 **Existing Grievances**

All grievances and arbitration cases pending at the time of execution of this Agreement shall be subject to all conditions of the grievance procedure in effect at the time the grievance was filed.

Article 7.3.9 **Personnel Files use in Arbitration**

No document contained within an employee's personnel file(s) may be used in arbitration or other hearing, unless a copy of the document is provided to the employee at the time it was entered into the file.

The employee shall sign acknowledgement indicating receipt of the document. Such acknowledgement shall not constitute the employee's concurrence with the contents of the document.

Article 7.3.10 **Disciplinary Reporting**

A. All disciplinary actions except oral reprimands shall be documented on a disciplinary action report form. A record of the date, time and subject of an oral reprimand shall be maintained in the departmental personnel files for a 12-month period. The employee shall be given an opportunity to review the report with his agency head or designee. If the employee disagrees with the facts or conclusions contained in the report, they shall be permitted to submit, within three business days after reviewing the report with the agency head or designee, a statement of disagreement. The statement shall clearly and concisely set forth the employee's reasons for disagreeing with the report. One copy of the employee's statement shall be appended to the report and shall become a part of it. If the employee has no comment or has not responded within the required timeframe, it shall be so noted and the report shall be forwarded to the director. Upon completion of the approvals section of the disciplinary action report form, one copy shall be forwarded to the director for inclusion in the central personnel file.

B. The agency head or designee may, if appropriate, complete periodic reviews of the employee's progress in correcting the cause of the original discipline. Such reports shall be made a part of the employee's central personnel file. Twelve (12) months from the date the discipline concerned was issued, and upon request from the employee, the director

shall review the disciplinary action. If no subsequent report of similar violations has occurred, the agency shall be notified to return agency copies to the interested employee. The original disciplinary action report shall be pulled from the employee's central personnel file in the personnel office and placed in a confidential disciplinary file stored in Labor Relations. The disciplinary action shall not be referred to again unless there is further cause for adverse action. Disciplinary Action Reports which concern employees who have separated from municipal service shall remain a part of the files.

ARTICLE 8
WORK RULES

Article 8.1 **Safety**

Safety rules shall be as follows:

A. The MOA and the Union will cooperate in designing and carrying out a safety program affecting all employees.

B. The regulations concerning safety and equipment standards shall be governed by local, state, and federal government rules, which shall be followed by the MOA, the Union, and all employees.

C. Employees are required to perform pre and post trip inspections consistent with CDL requirements and department policy. All equipment, which is unsafe or in need of repair, shall be reported to the appropriate supervisor or designee, who shall take appropriate steps to correct the items reported. Employees shall report all pre-trip defects and deficiencies to the appropriate supervisor or designee prior to operating the equipment. No employee shall be disciplined for refusing to operate unsafe equipment.

D. Employees shall immediately report all vehicle accidents involving either a MOA vehicle or a personal vehicle driven for municipal business. Employees must contact their supervisor immediately after the accident, and before leaving the scene of the accident. If an employee is unable to reach the supervisor, the employee must leave a message for the supervisor and continue to call up the chain of command until able to speak directly to a supervisor. If the employee is unable to contact a supervisor directly, the employee shall call the 24-hour Compliance Phone and report the accident. Employees shall not leave the scene of the accident unless advised to by their supervisor or to obtain emergency medical treatment. A police officer or other appropriate official at the scene may direct employees to move the vehicles for safety reasons.

E. Employees shall immediately report to their supervisor any damage to municipal, private property or personal property, or involving personal injury to others, that occurs or is observed while the employee is working, including damage to tools and equipment. If an employee is unable to reach the supervisor, the employee must leave a message for the supervisor and continue to call up the chain of command until able to speak directly to a supervisor.

F. Employees must report all work related injuries/illnesses immediately to their supervisor. Employees must submit all work related injury/illness reports prior to leaving the work place from the shift in which the injury/illness occurred, unless immediate medical care is needed. If emergency medical care is needed, the injury/illness report must be submitted as soon as possible. Employees must use any and all safety equipment paid for or furnished by the Employer. Failure of employees to use such safety equipment will subject the employee to appropriate administrative or disciplinary action.

G. The Employer shall furnish such safety equipment as is required for the safety of employees. Safety devices and first aid equipment as may be required for safety and proper emergency medical treatment shall be provided and be available for all employees working under adverse conditions. The employee shall utilize seat belts at all times while operating any equipment with seat belts.

H. The Municipality shall establish regular safety meetings for each department not less than once per month during working hours and all employees will be required to attend without loss of pay.

Article 8.2 **Protection of Municipal Property**

Employees are required to use their best efforts to protect municipal property. Employees may be subject to appropriate disciplinary action for violation of this Article.

Article 8.3 **Hand Tools**

The MOA will provide common hand tools of the trade, which the MOA deems necessary to complete the work assigned. The MOA will not be responsible for hand tools personally owned by an employee and used at the employee's discretion.

Article 8.4 **Lockers**

The MOA will furnish lockers where they are necessary, as determined by the MOA. Any such lockers shall remain the property of the MOA and the MOA shall have free access to all such lockers.

Article 8.5 **Uniforms, Special Clothing, and Required Safety Footwear**

A. The MOA will furnish, clean, and maintain uniforms and special clothing only where such uniforms and special clothing are required by the MOA or applicable OSHA or other applicable safety regulations for regular employees. Any such uniforms or special clothing provided by the MOA shall be returned to the MOA upon termination of the employee's employment.

B. Effective January 1 of each calendar year of this Agreement, each regular employee active as of January 1 and required by the MOA based on the nature of the work to wear safety footwear, shall be provided a footwear allowance of one hundred dollars ($100) in the first full pay period of each calendar year. Seasonal employees are eligible for the footwear allowance covered under Article 2.15.I. Employees who are hired after January 1 shall receive a footwear allowance as follows:

1. Regular employees hired during the first quarter of the year shall receive a footwear allowance of one hundred dollars ($100) which will be included with their first pay check.
2. Employees hired in the second quarter of the year shall receive a footwear allowance of seventy five dollars ($75) which will be included with their first pay check.
3. Employees hired in the third quarter of the year shall receive a footwear allowance of fifty dollars ($50) which will be included with their first pay check.
4. Employees hired in the fourth quarter of the year shall receive a footwear allowance of twenty-five dollars ($25) which will be included with their first pay check.

Article 8.6 **Access to MOA Property**

Employees shall have access to non-public MOA property only when on duty and only to the extent required by their duty. Non-employee union representatives shall have access to municipal property only as specified in this Agreement under paragraph 2.11.5 Visits to Employer Work Locations,.

Article 8.7 **Revocation of License**

In the event an employee shall suffer a revocation of license because of a violation or violations by the MOA of any federal, state, or local law, the MOA shall provide suitable and continued employment for such employee at not less than the employee's standard rate of pay at the time of revocation of the license. The employee shall be reinstated to the position that they held prior to revocation of the employee's license after the license is restored. The employee shall lose no pay, benefits, or seniority upon the event of revocation of the employee's license because of a violation of federal, state, or local law by the MOA. The MOA shall pay any expenses and/or judgments rendered against the employee in case of revocation of the employee's license because of a violation or violations by the MOA of any federal, state, or local law.

ARTICLE 9
MISCELLANEOUS PROVISIONS

Article 9.1 **Educational Assistance**

Employees will be entitled to educational assistance in accordance with Municipal Personnel Rule 16 (AMC 3.30.162) which provides as follows:

Educational and Training Assistance: The Municipality offers, as part of its Employee Development Program, Educational and Training Assistance payment for certain college courses and other training opportunities of benefit to the organization. Guidelines for participation and administration of educational and tuition assistance shall be established through the Mayor's Policies, Procedures, and applicable Personnel Rules.

ARTICLE 10
SCHEDULING

Article 10.1 **Scheduling by Employer**

The Municipality shall schedule all work of all employees, including but not limited to, all shifts, reporting locations, and work schedules. Any changes to the work schedules for full time employees will be posted on the appropriate workplace bulletin boards as far in advance as practicable. Employees will be given, as far in advanced as practicable, notice of any shift changes, reporting location changes, or schedule changes.

Article 10.2 **Scheduled Work Week**

Regular full-time employees who have worked forty (40) straight time hours prior to the end of their scheduled work week may, with supervisory approval, choose not to work their remaining regularly scheduled hours and shall not have to take leave.

Article 10.3 **Rest Breaks and Meal Breaks**

A. **Rest Breaks**

Except in an emergency situation, all employees shall be allowed one (1) paid rest break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and a paid fifteen (15) minute rest break during the second (2nd) half of the shift consistent with department policy.

B. **Meal Breaks**

Meal breaks will be one (1) hour unpaid or one-half (½) hour unpaid, as designated by management, from the time the employees break at the job site for lunch and return there from lunch. The beginning of the meal period may be accelerated or delayed, as the case may be, but not to exceed thirty (30) minutes, at the discretion of the management person in charge, to facilitate the orderly completion of the work. Where the nature of the work does not permit scheduled meal breaks, the MOA shall make alternate arrangements to enable employees to eat a meal.

C. **Additional Breaks**

When working other than the regular shift, when the work situation permits, a paid fifteen (15) minute rest break may be taken each additional two and one-half (2 1/2) hours worked. No rest breaks will be taken during the last half hour of work.

D. **Combination of Breaks**

Breaks may be combined, with supervisor approval, when the work situation permits.

ARTICLE 11
CLASSIFICATION AND WAGE SCHEDULES

Article 11.1 **Classifications**

GRADE	CLASSIFICATION
6	Seasonal Gardener I Seasonal Parks Caretaker I
7	Gardener I - Regular Parks Caretaker I - Regular
10	Seasonal Gardener II Seasonal Parks Caretaker II
11	Gardener II - Regular Parks Caretaker II - Regular
12	Seasonal Gardener III
13	Gardener III - Regular
17	Seasonal Parks Caretaker Operator
18	Parks Caretaker Operator - Regular
19	Seasonal Parks Foreman (Working)
20	Parks Foreman (Working) - Regular

Article 11.2 **2024 Wage Schedule**

This is the 2024 wage schedule in effect through 2024.

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
06	$18.56	$19.49	$20.47	$21.49	
07	$18.56	$19.49	$20.47	$21.49	$22.03
10	$21.49	$22.55	$23.68	$24.89	
11	$21.49	$22.55	$23.68	$24.89	$25.49
12	$22.55	$23.68	$24.89	$26.11	
13	$22.55	$23.68	$24.89	$26.11	$26.78
17	$30.22	$31.75	$33.34	$34.97	
18	$30.22	$31.75	$33.34	$34.97	$35.85
19	$31.75	$33.34	$34.97	$36.73	
20	$31.75	$33.34	$34.97	$36.73	$37.67

Article 11.3 **2025 Wage Scale**

This wage schedule reflects a five- percent (5.0%) increase over the wage schedule in Article 11.2.

This wage schedule shall become effective the first full pay period in January 2025.

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
06	$19.49	$20.46	$21.49	$22.56	
07	$19.49	$20.46	$21.49	$22.56	$23.13
10	$22.56	$23.68	$24.86	$26.13	
11	$22.56	$23.68	$24.86	$26.13	$26.76
12	$23.68	$24.86	$26.13	$27.42	
13	$23.68	$24.86	$26.13	$27.42	$28.12
17	$31.73	$33.34	$35.01	$36.72	
18	$31.73	$33.34	$35.01	$36.72	$37.64
19	$33.34	$35.01	$36.72	$38.57	
20	$33.34	$35.01	$36.72	$38.57	$39.55

Article 11.4 **2026 Wage Schedule**

This wage schedule reflects a three percent (3.0%) increase over the wage schedule in Article 11.3.

This wage schedule shall become effective the first full pay period of January 2026.

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
06	$20.07	$21.07	$22.13	$23.24	
07	$20.07	$21.07	$22.13	$23.24	$23.82
10	$23.24	$24.39	$25.61	$26.91	
11	$23.24	$24.39	$25.61	$26.91	$27.56
12	$24.39	$25.61	$26.91	$28.24	
13	$24.39	$25.61	$26.91	$28.24	$28.96
17	$32.68	$34.34	$36.06	$37.82	
18	$32.68	$34.34	$36.06	$37.82	$38.77
19	$34.34	$36.06	$37.82	$39.73	
20	$34.34	$36.06	$37.82	$39.73	$40.74

Article 11.5 **2027 Wage Schedule**

This wage schedule reflects a two and five tenths percent (2.5%) increase over the wage schedule in Article 11.4.

This wage schedule shall become effective the first full pay period of January 2027. Employees who are currently at the top step will advance to the new step on their merit anniversary date.

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
06	$20.57	$21.60	$22.68	$23.82	$24.42	
07	$20.57	$21.60	$22.68	$23.82	$24.42	$25.03
10	$23.82	$25.00	$26.25	$27.58	$28.25	
11	$23.82	$25.00	$26.25	$27.58	$28.25	$28.96
12	$25.00	$26.25	$27.58	$28.95	$29.68	
13	$25.00	$26.25	$27.58	$28.95	$29.68	$30.42
17	$33.50	$35.20	$36.96	$38.77	$39.74	
18	$33.50	$35.20	$36.96	$38.77	$39.74	$40.73
19	$35.20	$36.96	$38.77	$40.72	$41.76	
20	$35.20	$36.96	$38.77	$40.72	$41.76	$42.80

Article 11.6 2028 Wage Schedule

This wage schedule reflects a two percent (2.0%) increase over the wage schedule in Article 11.5. This wage schedule shall become effective the first full pay period of January 2028.

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
06	$20.98	$22.03	$23.13	$24.30	$24.91	
07	$20.98	$22.03	$23.13	$24.30	$24.91	$25.53
10	$24.30	$25.50	$26.78	$28.13	$28.82	
11	$24.30	$25.50	$26.78	$28.13	$28.82	$29.54
12	$25.50	$26.78	$28.13	$29.53	$30.27	
13	$25.50	$26.78	$28.13	$29.53	$30.27	$31.03
17	$34.17	$35.90	$37.70	$39.55	$40.53	
18	$34.17	$35.90	$37.70	$39.55	$40.53	$41.54
19	$35.90	$37.70	$39.55	$41.53	$42.60	
20	$35.90	$37.70	$39.55	$41.53	$42.60	$43.66

ARTICLE 12

TERMS OF AGREEMENT, RENEGOTIATION

Article 12.1 **Effective Date and Duration**

The Agreement is effective the date of ratification by both parties as required by AMC 3.70.130A. This Agreement shall expire at midnight June 30, 2028.

Article 12.2 **Renegotiation**

A party wishing to negotiate a successor agreement to this Agreement must notify the other party to. If either party wishes to negotiate a successor agreement and properly notifies the other parties, both parties must participate in the negotiations. Negotiations must commence at least one hundred and eighty (180) days before the expiration date of this Agreement. If no party properly notifies the other party of an intent to negotiate a successor agreement, this Agreement shall be automatically renewed for a period of one (1) year from its expiration date and for successive periods of one (1) year each for so long as there is no proper notification of an intent to negotiate a successor to this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

Article 13.1 **Entire Agreement**

The parties agree that this agreement constitutes the entire Agreement between the parties, and supersedes all prior Agreements, understandings, and practices that conflict with any provision of this Agreement. The parties further agree that notwithstanding the above section, nothing in this Article shall relieve the parties of their legal obligation to bargain in good faith with respect to mandatory subjects of bargaining, and that maintenance of contract matters, should they develop, may be negotiated under a written supplemental agreement, subject to Assembly approval.

Article 13.2 **Separability and Savings**

Should it be determined by a court of competent jurisdiction that any article of this Agreement is not in conformity with any applicable law, the parties shall meet and such article or portion thereof shall be suspended and amended to conform to the law. This article shall not apply so long as appeal to a higher court of competent jurisdiction is in process.

Article 13.3 **Successors and Assigns**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected by the consolidation, merger, or change of organization to either party, including unification of municipal governments.

PUBLIC EMPLOYEES, LOCAL 71

ACKNOWLEDGMENT AND CERTIFICATION

Pursuant to Anchorage Municipal Code section 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 undersigned 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.

Municipality of Anchorage
Human Resources Director

L71
Business Manager

CERTIFICATION

I certify that the foregoing Agreement was ratified by a majority vote of the members of the Anchorage Assembly, at a properly called meeting on the day of December 17, 2024.

MUNICIPALITY OF ANCHORAGE
DATED: 1/16/2025
BY: Jamie Heinz
ITS Municipal Clerk

MUNICIPALITY OF ANCHORAGE

Raylene Griffith
Labor Relations Director

Jason Thomas
Assistant Municipal Attorney

Ona Brause
~~CFO~~ OMB

Tyler Andrews
Human Resources Director

Susanne LaFrance
Mayor

PUBLIC EMPLOYEES, LOCAL 71

William Meers
Business Manager

Cye Robar
Business Representative

Desiree Wilson
Committee Member

Richard Lott
Committee Member

James Hester
Committee Member

Tracy Smith
Office Manager

ATTEST

Jamie Heinz
Municipal Clerk

PUBLIC EMPLOYEES, LOCAL 71

CERTIFICATION

I certify that the foregoing Agreement was ratified by a majority vote of the members of the bargaining unit present and voting at a properly called meeting on the 23rd day of Oct 2024.

PUBLIC EMPLOYEES, LOCAL L71

DATED: 10/24/2024

BY: Jordan A Adams

Its

Municipality of Anchorage
Driving Conviction Guidelines

The following is the minimum standard for consideration for Municipal positions that require driving in order to perform the essential duties of the position. "Consideration" is not a guarantee that the applicant will be forwarded for further review or selected for hire. In determining if an applicant's driving record is "acceptable," the examiner will use the date of conviction(s) and the date of the employment application.

Category	Type of Conviction(s)	Number of Convictions	0 to 3 Years (0 to 36 Months)	4 to 5 Years (37 to 60 Months)	6 to 10 Years (61 to 120 Months)	11 Years & Beyond (121 + Months)
I	DUI/DWI or Refusal to Submit to a Chemical Test	1	Not acceptable	Acceptable	Acceptable	Acceptable
	DUI/DWI, Reckless, or Refusal to Submit to a Chemical Test	2	Not acceptable	Not acceptable	Not acceptable	Acceptable
	DUI/DWI, Reckless, or Refusal to Submit to a Chemical Test	3 or more	Not acceptable	Not acceptable	Not acceptable	Not acceptable
II	Driving with a suspended, revoked or cancelled license	1	Not acceptable	Acceptable	Acceptable	Acceptable
III	Combination of category I and II	2	Not acceptable	Not acceptable	Not acceptable	Acceptable
	Combination of category I and II	3 or more	Not acceptable	Not acceptable	Not acceptable	Not acceptable
IV	Other moving violations	3 or more	Not acceptable	Acceptable	Acceptable	Acceptable

The Human Resources Director retains the right to waive applicant disqualification based on the facts of the situation.

APPENDIX B
Union Seniority Tie-Breaker

Position Drawn	*Last name Begins with*	*Seniority Award*
1	"E"	1st
2	"V"	2nd
3	"G"	3rd
4	"I"	4th
5	"F"	5th
6	"K"	6th
7	"M"	7th
8	"W"	8th
9	"A"	9th
10	"Z"	10th
11	"H"	11th
12	"Y"	12th
13	"X"	13th
14	"O"	14th
15	"T"	15th
16	"Q"	16th
17	"L"	17th
18	"U"	18th
19	"R"	19th
20	"C"	20th
21	"J"	21st
22	"B"	22nd
23	"P"	23rd
24	"D"	24th
25	"N"	25th
26	"S"	26th