

ANCHORAGE SCHOOL DISTRICT
ANCHORAGE, ALASKA

ASD MEMORANDUM #7 (2005-2006)

August 15, 2005

TO: SCHOOL BOARD

FROM: OFFICE OF THE SUPERINTENDENT

SUBJECT: ADOPTION OF TENTATIVE AGREEMENT: TEAMSTERS LOCAL 959
COVERING WAREHOUSE & MAINTENANCE EMPLOYEES 2005-2008

ASD Goal: Establish and maintain a supportive and effective learning environment by promoting health and wellness; continuing to retain, recruit and train highly qualified staff; and offering reinforcing extracurricular activities.

RECOMMENDATION:

It is the Administration's recommendation that the School Board approve and adopt the Collective Bargaining Agreement between the District and Teamsters Local 959 which will establish terms and conditions of employment for Warehouse and Maintenance employees during the period between July 1, 2005 and June 30, 2008.

PERTINENT FACTS:

The current agreement expired on June 30, 2005. Bargaining for a successor agreement began in March 2005. A Tentative Agreement was reached with the bargaining team on July 13, 2005 and was ratified by the membership on August 4, 2005.

The proposed agreement provides for salary schedule increases of 2% in the first year, 2.25% in the second year and 2.25% in the third year of the agreement. Health insurance contributions are consistent with other bargaining units. Approximately forty-five craft technicians and leads will experience classification changes effective with the second year of the agreement.

The Agreement is within the guidance provided by the Board on March 7, 2005.

CC/ET

Prepared and Approved by: Eric Tollefsen, Executive Director,
Human Resources

Attachment

TENTATIVE AGREEMENT
BETWEEN
ANCHORAGE SCHOOL DISTRICT
AND
GENERAL TEAMSTERS LOCAL 959
COVERING:
WAREHOUSE AND MAINTENANCE EMPLOYEES

July 1, 2005 - June 30, 2008

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1, PURPOSES OF AGREEMENT.....	1
ARTICLE 2, RECOGNITION AND UNION SECURITY.....	1
ARTICLE 3, MANAGEMENT RIGHTS.....	1
ARTICLE 4, UNION ACTIVITIES AND MEMBERSHIP RIGHTS.....	2
ARTICLE 5, AUTHORIZED REPRESENTATIVES.....	2
ARTICLE 6, COVERAGE.....	3
ARTICLE 7, HIRING HALL.....	3
ARTICLE 8, EMPLOYEE APPOINTMENTS.....	4
ARTICLE 9, PROMOTIONS.....	8
ARTICLE 10, DUES CHECKOFF.....	9
ARTICLE 11, DISCIPLINE AND DISCHARGE.....	10
ARTICLE 12, GRIEVANCE PROCEDURE.....	11
ARTICLE 13, EXAMINATION OF RECORDS.....	12
ARTICLE 14, EMPLOYEE CLASSIFICATION.....	12
ARTICLE 15, CLASSIFICATIONS.....	13-15
ARTICLE 16, WORKING RULES.....	15-18
ARTICLE 17, WORK ASSIGNMENTS.....	18
ARTICLE 18, REMUNERATION <u>TIME CARDS</u>	19
ARTICLE 19, CONDITIONS AND HEALTH BENEFITS.....	20
ARTICLE 20, HOLIDAYS.....	21
ARTICLE 21, LEAVES.....	22-29
ARTICLE 22, PENSION AND RETIREMENT.....	29

TABLE OF CONTENTS (CONT.)

	<u>Page</u>
ARTICLE 23, LIFE INSURANCE	29
ARTICLE 24, RECOGNITION FOR STABILITY	30
ARTICLE 25, SAFETY AND LIABILITY	31
ARTICLE 26, DUTY SECTIONS	33
ARTICLE 27, SENIORITY	33
ARTICLE 28, LAYOFFS.....	35
ARTICLE 29, FOOD SERVICE LAYOFF/CALENDAR.....	36
ARTICLE 30, PROTECTION OF RIGHTS	37
ARTICLE 31, OVERLOADS.....	38
ARTICLE 32, REVOCATION OF DRIVERS' LICENSES	38
ARTICLE 33, SEPARABILITY AND SAVINGS CLAUSE	38
ARTICLE 34, HEIRS AND ASSIGNS.....	39
ARTICLE 35, TERM OF AGREEMENT	39
MEMORANDUM OF AGREEMENT APPENDIX I , Minor Maintenance Duties For Building Plant Operators	A-1
APPENDIX II , TARDINESS AND ATTENDANCE POLICY.....	A-2
APPENDIX III, RECLASSIFICATION.....	
MEMORANDUM OF UNDERSTANDING APPENDIX IV , Apprenticeship Program	A-4
APPENDIX V , SUBSTANCE ABUSE POLICY	A-8

**ARTICLE 1
PURPOSES OF THIS AGREEMENT**

1.01 The purpose of this Agreement is to promote the settlement of labor disagreements by conference, to prevent strikes and walkouts, to stabilize conditions of work in the area affected by this Agreement, to prevent avoidable delays and expense, and to generally encourage a spirit of helpful cooperation between the District and the employee groups to their mutual advantage.

**ARTICLE 2
RECOGNITION AND UNION SECURITY**

2.01 The District hereby recognizes General Teamsters Local 959, during the term of this Agreement, as the sole and exclusive bargaining agent for the positions contained within the classifications and work units referenced in this Agreement. A projected reclassification of a current position will be presented to the Union and the Union will be permitted to make a presentation during any reclassification committee meeting.

2.02 All regular and probationary employees who are not already members shall become members of the Union on or before the thirty-first (31st) day worked following the beginning of employment or the effective day of this Contract, whichever is later, and all employees shall maintain employment on the effective day of this Contract, whichever is later, and all employees shall maintain membership in the Union as a condition of employment during the life of this Agreement.

**ARTICLE 3
MANAGEMENT RIGHTS**

3.01 Nothing in this Agreement shall be construed to limit or impair the right of the District to exercise its own discretion on all management matters, including by way of illustration but not limited to the following matter, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following:

a. To manage the District generally; to decide the number and location of facilities; to determine work zones and assignments of resources to each zone; to decide all machines, tools, and equipment to be used; to decide the work to be performed; to move or remove a facility or any of its parts to other areas; to decide the method and place of providing its services; to determine the schedules of work; to maintain order and efficiency in its facilities and operations; to hire, layoff, assign, transfer, and promote employees; to determine the qualifications of employees; to determine and re-determine the number of hours to be worked; to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of its facilities, and after advance notice thereof to the Union and the employees, to require compliance therewith by employees; to discipline and discharge employees for cause.

b. Management shall have all other rights and prerogatives including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in this Agreement.

ARTICLE 4 UNION ACTIVITIES AND MEMBERSHIP RIGHTS

4.01 The District agrees that it will not in any manner, directly or indirectly, attempt to interfere between any of its employees and the Union, and that the District 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.

4.02 The Union assumes all obligations and responsibility for the continued membership of its members and the collection of their dues, and the Union shall retain the right to discipline its members at all times. No employee shall be discriminated against for the upholding of Union principles, and no employee who works under the instructions of the Union, or who serves on a committee, shall lose their position or be discriminated against for this reason.

4.03 There shall be no discrimination by the District against any employee because of membership in or lawful activity on behalf of the Union.

ARTICLE 5 AUTHORIZED REPRESENTATIVES

5.01 The Union shall have as its representative a Business Representative who shall be authorized to speak for the Union in all matters covered by this Agreement and shall be permitted, upon notification to the District, to visit any project during working hours.

5.02 A reasonable number of shop stewards may be appointed from among the employees of the District and shall be the last employees terminated unless discharged for cause. The shop steward shall be allowed, following notification to the appropriate foreman or department head, to handle requests, complaints, and grievances arising under this Agreement with the proper District Representative during working hours. Time spent in pursuing shop steward responsibilities shall be noted on signed leave slips submitted to the appropriate supervisor. The shop steward shall suffer no loss of compensation for a reasonable amount of time spent working with employees; however, the District is not expected to subsidize meetings of groups of stewards except on occasion, as coordinated by the Business Representative and the appropriate manager.

5.03 The shop steward shall not be terminated for any cause until the District Administrator and the Business Representative have completed an investigation into the alleged cause for termination prior to proceeding to the grievance procedure.

5.04 The School District shall not change the shop steward's shift except for the following reasons:

- a. Mutual agreement of the shop steward;
- b. Emergency purposes up to a maximum of five (5) working days or for normal shift changes; and
- c. The purposes of efficient accomplishment of School District work with ten (10) working days' notice to the shop steward and the Union.

5.05 The Union shall designate to the District, in writing, the Union representatives, and the District shall not be required to recognize or deal with any employees other than those so designated.

ARTICLE 6 COVERAGE

6.01 This Agreement shall cover all facilities which the District may operate during the term of this Agreement or any extension thereof, or any transfer of operations from existing facilities while under the District's control.

ARTICLE 7 HIRING HALL

7.01 The Union agrees to maintain a hiring hall and to solicit qualified workers, both Union and non-Union, in order to fill vacancies for regular employees in the classifications covered by this Agreement. The District agrees to use the service of such hiring hall and will forward job vacancy announcements to the Union to furnish qualified workers it may require in the classifications herein mentioned, subject to the following terms and conditions:

- a. The Union Hiring Hall shall be the first source of applicants on whom the District shall rely, and shall be given forty-eight (48) hours to supply a minimum of two (2) qualified applicants, if available. The District's request that a particular person be dispatched, if employed by the District as a temporary or regular employee within the previous twenty-four (24) months, shall be honored. The request, which may be faxed, submitted in person, or sent by registered mail, shall specify the qualifications required. After forty-eight (48) hours, exclusive of weekends and holidays, the District may procure applicants from other sources provided, that in such instances, the Employer shall require each new employee to physically report to the Union Hall prior to beginning work to obtain a dispatch slip.
- b. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership, policies, or requirements.
- c. The District retains the right to reject any job applicant referred by the Union.

- d. The Union agrees that it will not discriminate against non-Union workers in referring workers to the District, and the District agrees that it will not discriminate against Union workers in selecting job applicants referred to it by the Union.
- e. The Union and the Employer agree to post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of these hiring arrangements.
- ~~f. If the temporary employee, without a break in service, becomes a regular employee, seniority shall be counted from the original date of hire.~~
- gf. Prior to utilization of temporary employees in Warehouse operations, employees in layoff status will be called back first. Qualified, retired employees will be given preferential consideration in filling temporary positions, as well as qualified Anchorage School District Bus Drivers/Attendants.

ARTICLE 8 EMPLOYEE APPOINTMENTS

8.01 Regular Employees. A regular employee is a person assigned to a regular full-time position and shall be eligible for all benefits provided for in this Agreement, subject to the provisions under "Probationary Employees". Regular employees shall be assigned to workweeks of forty (40) hour duration, twelve (12) months per year, except that it is understood that employees assigned to the Student Nutrition Center may be subject to layoff during summer months. Such employees shall have the opportunity before May 15 of each year to indicate interest in summer warehouse work which may be available. Should no interest in summer work be declared by May 15, employees shall have waived all rights to recall or preferential consideration for the period of their seasonal layoff.

8.02 Probationary Employees. New employees shall serve a probation period for the first five hundred (500) work hours of employment. This period is considered to be the final step in the hiring process leading to regular employee status and shall be utilized for observing closely the employee's work, for securing the most effective adjustment of the new employee to their position, and for dismissing such an employee for any reason which the District, in its sole discretion, deems adequate. Probationary employees may be rotated in shifts so that all shift foremen may observe and train probationary employees in all facets of the position. Shift change assignments shall be made no later than the fifth (5th) working day of the workweek. Probationary employees shall receive no less than sixteen (16) hours' rest prior to starting a new shift assignment without loss of pay.

8.03 Temporary Employees. ~~(Applies to employees outside of the Warehouse / Student Nutrition Work Units.)~~ **If the temporary employee, without a break in service, becomes a regular employee, seniority shall be counted from the original**

date of hire. A break in service is defined as an absence of four (4) or more consecutive workdays for the purpose of determining seniority dates.

a. Temporary employees may be employed under the following conditions:

i. Substitutes

- o to substitute, if needed, for a regular employee on approved vacations, **unauthorized absences**, Workers' Compensation, or illness.
- o **to substitute if needed to fill open/vacant positions. The District will post and attempt to fill vacant positions in an expedient manner and will not use substitutes to avoid filling a regular position.**

OR

ii. Extra Help

- o to provide extra help with special projects or seasonal work. Special Projects / Seasonal work is defined as that work assigned in addition to the normal, routine assignments including, but not limited to: move and set-up of relocatables, material transfer due to construction projects, rehabilitation due to fire damage, vandalism, water damage, roof damage, etc. The Union will be notified before special projects or seasonal work is undertaken, except under emergency circumstances.

1. Temporary Substitute Employees—Substituting for Regular Employees (Temporary Replacements).

~~Temporary employees substituting for regular employees will receive health benefits at the beginning of their fourth (4th) month of service. Such benefit will be held only until the return of the regular employee. Should the regular employee become unable to return to duty or the temporary position becomes regular, the vacancy created will be posted and filled in the normal manner, unless the District elects to eliminate the position.~~

2. The substitute pool shall be utilized during staffing needs as referenced in a.i. above. Substitutes will be called from the substitute employee pool by seniority in rotation for work up to a maximum of three (3) days. Work that exceeds three (3) days will be bid strictly by temporary seniority.

3. Temporaries will not gain Union seniority except for work dispatch purposes. Temporary seniority shall be determined by date of hire by the District. Should more than one (1) person be hired the same day as a temporary, the date each submitted an application will determine seniority. The time date stamp may be used, and finally a coin toss, to break ties. Former regular employees from this bargaining unit, who apply within one (1) year of termination in good

standing, may be placed in the temporary pool, using their regular hire date as their temporary seniority date.

4. ~~Temporary~~ Extra Help Employees Used for Special Projects/Seasonal Work. ~~A temporary employee doing special projects or seasonal work is~~ Extra Help employees are designated for a maximum of ninety (90) continuous working days of employment. The position the temporary extra help employee holds on the ninety-first (91st) working day of continuous employment shall be considered a regular position. Two (2) full pay periods must pass before a released temporary extra help employee may be rehired. No temporary extra help employee may be in pay status under this Agreement for more than one hundred fifty (150) workdays of employment within a fiscal year. ~~A temporary~~ An extra help employee who has worked for one hundred fifty (150) workdays within a fiscal year shall become a regular employee, effective the one hundred fifty-first (151st) day of work.

5. ~~Temporaries~~ Substitute or extra help employees will not be used to avoid assignment to regular employees of overtime, ~~during the week.~~ However, the District may assign overtime to temporary substitute or extra help employees, to complete assigned daily duties, when that overtime is contiguous with the regular shift and there is an insufficient number of regular employees at the work site to do the needed work. This practice shall be reasonable and is not to be viewed as an invitation to routinely assign twelve (12) hour days to temporary substitute or extra help employees. ~~All other overtime work shall be offered as follows: first to regular employees of the work unit, then to temporary employees of these work units, and last to regular employees of other work units.~~

6. All other overtime work shall be offered as follows: in the Warehouse and Student Nutrition units, first to regular employees of the work unit, then to regular employees of the other work unit, then to temporary employees of these work units, and last to regular employees of other work units.

For all other work units overtime work shall be offered as follows: first to regular employees of the work unit, then to temporary employees of these work units, and last to regular employees of other work units.

- b. Temporary employees are not entitled to annual leave, holiday pay, health benefits, or retirement benefits.
- c. Temporary employees shall be required to remit to the Union per calendar month or portion thereof, the amount of Union dues in effect during the time of their temporary employment, ~~sum of at least seventeen dollars (\$17.00) per calendar month or portion thereof, during the term of their temporary employment.~~

- d. Temporaries shall be paid at the regular wage rate, depending on grade of work assigned, ~~between Range 4 – 8.~~
- e. Temporary employees asked to report to work shall be paid a minimum of four (4) hours' pay.
- f. Regular employees in layoff status shall be assigned temporary work, preferentially, before any temporary employee is called.

~~**8.04 Temporary Employees** (This Section applies only to the Warehouse and Student Nutrition Units.)~~

~~a. Temporary employees may be employed under the following conditions:~~

~~* to substitute, if needed, for a regular employee on approved vacations, Workers' Compensation, or illness.~~

~~OR~~

~~* to provide extra help with special projects or seasonal work. Special Projects / Seasonal work is defined as that work assigned in addition to the normal, routine assignments including, but not limited to: move and set-up of relocatables, material transfer due to construction projects, rehabilitation due to fire damage, vandalism, water damage, roof damage, etc. The Union will be notified before special projects or seasonal work is undertaken, except under emergency circumstances.~~

~~**b. Temporaries Used as Substitutes.**~~

~~1. The temporary pool shall be utilized during staffing needs created by absences due to illness, vacation, unauthorized absences, Workers' Compensation, or authorized leave. Temporaries will be called from the temporary employee pool by seniority in rotation for work up to a maximum of three (3) days. Work that exceeds three (3) days will be bid strictly by temporary seniority. Any such replacement, which is over thirty (30) consecutive days, will entitle the temporary employee to be treated as a regular employee beginning the 31st day with full benefits until the regular employee who is being replaced returns, at which time, regular employee status will be lost and returned to the regular employee.~~

~~2. Temporaries will not gain Union seniority except for work dispatch purposes. Temporary seniority shall be determined by date of hire by the District. Should more than one (1) person be hired the same day as a temporary, the date each submitted an application will determine seniority. The time date stamp may be used and finally a coin toss to break ties. Former, regular employees from this bargaining unit, who apply within one (1) year of termination in good standing, may be~~

~~placed in the temporary pool, using their regular hire date as their temporary seniority date.~~

~~c. **Temporary Employees Used for Special Projects/Seasonal Work.** A temporary employee doing special projects/seasonal work is designated for a maximum of ninety (90) continuous working days of employment. The position the temporary employee holds on the ninety-first (91st) working day of continuous employment shall be considered a regular position. Two (2) full pay periods must pass before a released temporary employee may be rehired. No temporary employee may be in pay status under this Agreement for more than one hundred twenty (120) workdays of employment within a fiscal year. A temporary employee who has worked for one hundred twenty (120) workdays within a fiscal year shall become a regular employee effective the one hundred twenty-first (121st) day of work.~~

~~1. Temporaries will not be used to avoid assignment to regular employees of overtime during the week. However, the District may assign overtime to temporary employees, to complete assigned daily duties, when that overtime is contiguous with the regular shift and there is an insufficient number of regular employees at the work site to do the needed work. This practice shall be reasonable and is not to be viewed as an invitation to routinely assign twelve (12) hour days to temporary employees. All other overtime work shall be offered as follows: first to regular employees of the Warehouse unit, to the Student Nutrition work unit, then to temporary employees of these work units, and last to regular employees of other work units.~~

~~2. Regular employees in layoff status shall be assigned temporary work, preferentially, before any temporary employee is called.~~

~~3. Temporaries shall be paid at the regular wage rate, depending on grade of work assigned, between Range 4 - 8.~~

~~4. Temporary employees asked to report to work shall be paid a minimum of four (4) hours' pay.~~

~~5. Temporary employees shall be required to remit to the Union, the sum of at least seventeen dollars (\$17.00) per calendar month during the term of their temporary employment.~~

~~6. Temporary employees are not entitled to annual leave, holiday pay, or retirement benefits.~~

8.05 8.04 Casual Laborers. Casual laborers are exempt from the rules governing Temporary employees and may be secured by the District at any time, with prior notice to the Union, for any purpose not in conflict with this Agreement. These are laborer positions requiring little technical skill. Casual employees shall not be covered by the terms and conditions of this Collective Bargaining Agreement, shall not be considered members of the bargaining unit, and shall not have access to the grievance procedure

herein contained. The Casual employee will only perform repetitive, non-technical work, e.g., placing books in boxes, cutting grass with hand mowers, wrapping pallets, hand trucking, using non-motorized pallet jacks, etc. Use of hand trucks and non-motorized pallet jacks will be limited to transporting materials within any facility other than the Warehouse. Casual employees shall be adequately supervised by appropriate District staff. Casual employees will not be used to circumvent payment of overtime to regular employees.

8.06 8.05 Regular Part-Time Employees. The District may, on a continuing basis, establish a reduced schedule of hours when the employee requests it and where it does not interfere with the operational schedule. An employee within this category will accrue, on a pro-rata basis, all benefits received by regular full-time employees.

ARTICLE 9 PROMOTIONS

9.01 Promotions to newly created or vacant jobs shall be made in order of seniority, provided the employee is qualified and recommended for promotion. Eligibility for promotion shall be by work unit. If the position is not filled by seniority within the work unit, it shall be filled in accordance with the procedures defined in Section 9.06 below.

9.02 Employee evaluations shall be completed annually, using standard District forms provided by the Human Resources Department, in order of seniority, beginning in July of each year. Evaluations shall be used as a constructive tool to inform the employee of strong and/or weak areas. The supervisor will indicate on the completed annual evaluation whether or not an employee is recommended for promotion. Non-recommendation for promotion will be justified and coordinated with the next senior supervisor. Performance evaluations are not subject to the grievance procedure.

9.03 If the District should reclassify or promote an employee covered by this Agreement to a managerial position, and the employee returns to the former status within twelve (12) months, there shall be no loss of accrued seniority established at the time of promotion.

9.04 The District reserves the right to select, within a given work unit, one (1) of three (3) Range 8 employees, or M-7 and M-6's when there are not three (3) voluntary M-8 employees in the work unit, with the greatest seniority to fill an M-9 job opening. However, the District reserves the right to assign the selected employee to the zone where the position is needed.

9.05 The filling of temporary M-9 jobs in a work zone shall be rotated among the three (3) senior M-8's, or M-7 and M-6's when there are not three (3) M-8 employees in the work unit. M-8 employees shall indicate their interest in temporary M-9 positions by signing a list. Selections shall be made from the list on a rotating basis from the three (3) senior M-8's on the list and available on that shift. An employee's name may be added or deleted from the list at any time by that employee.

9.06 Employees seeking promotion to M-9 positions or to promotions outside their assigned work units must submit written applications to the appropriate supervisor. Only those employees applying and who meet the minimum qualifications and are recommended for promotion shall be considered for interview. The most senior employee among those who apply shall be the first employee to be interviewed, provided the employee is available. If the employee is not available for the first interview, then a mutually agreeable time will be arranged. Employees who are interviewed and not selected will, upon written request, be notified in writing of the reason(s).

9.07 All individual position openings will be posted for five (5) working days in the District prior to posting outside of the District.

9.08 Employees on approved leave shall be considered for promotion or job openings. The employees shall make known, prior to going on leave, the jobs or promotions they may desire, and also leave information if possible where they may be contacted.

9.09 An employee granted a promotion; i.e., upgrade in job classification and salary, and who is unable to satisfactorily perform the job assignment at the end or during the first 360 working hours of the assignment, will be reassigned to the employee's former range and step.

9.10 All employees shall be encouraged to participate in training programs. The intent of these programs is to provide training in different duties for the purpose of becoming qualified for promotional or change of unit opportunities. Those employees interested in these programs shall so indicate on a posting as training becomes available and be selected by seniority. Completion of the necessary training may be a prerequisite for a recommendation for promotion.

ARTICLE 10 DUES CHECKOFF

10.01 During the life of this Agreement, the District will deduct current uniform dues, provided that at the time of such deduction there is in the possession of the District, a current, non-revocable written assignment for that school year, executed by the employee, in the form and according to the terms of the authorization form.

10.02 The District will deduct current uniform dues from the pay of employees for the first pay period ending in a given calendar month.

10.03 All sums deducted by the District shall be remitted to the Union at 520 E. 34th, Anchorage, Alaska, 99503 not later than the fifteenth (15th) day of the calendar month in which such deductions are made.

10.04 The District authorizes **Credit Union 1 and** Denali Federal Credit Union deductions, provided that at the time of such deduction there is in the possession of the District an authorization form executed by the employee authorizing such deductions.

10.05 The Union agrees to hold the District free from liability in connection with dues collection except for ordinary diligence and care in transmittal of monies to the Union.

10.06 Voluntary political contributions to A.L.I.V.E., the political unit of Teamsters Local 959, may be made by payroll deduction, provided the employee signs an approved authorization form designating the amount to be deducted. Such deduction will be transmitted to the A.L.I.V.E., Teamsters Local 959, within one (1) week of the first payday of the month.

ARTICLE 11 DISCIPLINE AND DISCHARGE

11.01

a. The District retains the right to discipline and/or discharge an employee for just cause. The District will take into consideration, prior to taking disciplinary action and/or discharge, unsatisfactory performance of duties in written documentation maintained by the District. A copy of all written documentation shall be given to the employee at the time of entry into the employee's file. Employees may be represented by a Union representative in any discipline conference.

b. If the District determines to discharge an employee, the employee shall be given the reason(s), in writing, for such action. Any employee who is discharged shall have the right to grieve under the grievance procedure at Step Three.

c. The District and the Union jointly agree that a termination of employment is the most severe disciplinary action that the District can take. In order to offer the employee fair treatment, the following will be taken into consideration prior to an employee's discharge:

1. The District will, before finalizing the disciplinary action, make reasonable effort to discover whether or not the employee did in fact violate or disobey a rule and/or order of management.
2. The District agrees to administer disciplinary action and discharge equitably without discrimination against any one particular employee.
3. The District agrees to explore various alternatives available for disciplinary action prior to discharging any employee.

11.02 Each regular employee shall give the District two (2) weeks' notice before leaving its employment, unless mutually agreed beforehand between the District and the Union. Except for just cause termination, the employee shall be given two (2) weeks' notice or two (2) weeks' pay prior to involuntary discharge.

ARTICLE 12 GRIEVANCE PROCEDURE

Any grievance, complaint, or dispute arising from the interpretation or application of the terms of this agreement may be handled in the following manner:

12.01 The employee shall report the grievance to the shop steward or such other Union representative as may be designated by the Union within twenty (20) working days of the event giving rise to the grievance or within twenty (20) working days of the time any party knew or had reason to know of the existence of the grievance.

12.02 Level I: If the employee and shop steward are unable to resolve the grievance within ten (10) working days, the Union shall submit the grievance in writing to the department head. Such written grievance shall set forth the circumstances from which the grievance arose as well as any Sections of the Collective Bargaining Agreement which the Union deems to have been violated, and remedy requested.

12.03 Level II: If the department head and the Union representative are unable to resolve the grievance within ten (10) working days, the Union may request that an administrative review be conducted by the District's ~~Labor Relations~~ **Contract Administration** Department. That review shall include a meeting with the grievant and the Union representative. A written response to the grievance shall be prepared by the ~~Labor Relations~~ **Contract Administration** Department within ten (10) workdays of such meeting.

12.04 Level III: If the response of the ~~Labor Relations~~ **Contract Administration** Department fails to resolve the grievance or if no response is received within ten (10) working days of the meeting called to discuss the grievance, the Union may request that a hearing officer be appointed to hear the grievance. The selection of the hearing officer shall be mutually agreeable to the Union and the District. If no agreement is possible, the hearing officer shall be selected from a list of arbitrators provided by the American Arbitration Association or developed between the parties. The list shall include an odd number of candidates; each side shall select one name to strike, in alternating turns, until only one name remains. The order of striking shall be determined by a coin toss. The selection of an arbitrator shall occur within ten (10) workdays of the request, provided a standard list is used. More time may be needed if a fresh list is requested from the American Arbitration Association. The District and Union **may** agree to adopt an acceptable list of arbitrators, ~~within 30 days of the adoption of this Agreement.~~

The hearing officer shall not be an employee of the District. All expenses for the hearing officer shall be shared equally. The hearing officer shall hold a hearing as soon as it can be scheduled by the person selected. The hearing officer shall notify all parties as to the time, date, and place of the hearing. The hearing officer shall rule on all matters of substance and procedure, including timeliness, as well as the admissibility of evidence. Each party shall be given an opportunity to appear in person and/or by attorney, to produce witnesses and cross-examine. The hearing officer shall issue and serve upon the parties a written determination of the grievance within twenty (20)

working days of the close of the hearing, or as soon thereafter as is possible. The hearing officer's decision shall be final and binding.

12.05 The parties may extend the time limits set forth in this Article by mutual agreement.

ARTICLE 13 EXAMINATION OF RECORDS

13.01 Material which reflects on the performance of an employee may be placed by an authorized supervisor into the central personnel file at any time. However, employees shall be given copies of all such material at time of placement and shall be given opportunity to respond or rebut in writing within seven (7) work days and all entries into their personnel files.

13.02 The Union representative or employee shall have the right to examine employee records pertaining to wages, hours, and conditions covered by this Agreement. The District shall make available original or copies of the original records for examination by the Union representative or the employee, upon twenty-four (24) hours' notice from the Union to the office where the record is available.

13.03 The employee may request removal of written records of disciplinary action after twelve (12) months from the date of the incident.

ARTICLE 14 EMPLOYEE CLASSIFICATION

14.01 The District agrees that unless otherwise specified, the Employer will be governed by the following schedule of hourly rates and working conditions in dealing with its employees who come under the provisions of this Agreement. Where new types of licenses resulting in additional work duties, or equipment and/or operations for which rates of pay are not established by this Agreement are put into use after the effective date of this Agreement, rates governing such operations shall be subject to negotiation by the parties. Rates agreed upon or awarded shall be effective as of the date the equipment is put into use.

14.02 Defined job descriptions shall be submitted to the Union on request once annually. Employees shall only be required to perform their specialty duties or defined general maintenance duties, as qualified, equivalent to their wage, except in cases of emergency. Employees temporarily assigned to duties of a higher classification shall receive the higher rate of pay for a minimum of four (4) hours. When an employee is requested to work in a lower-rated classification, they shall receive their regular rate of pay for all such lower-rated work performed.

14.03 Changes to PVAs will be presented to the Union before posting.

**ARTICLE 15
CLASSIFICATIONS**

15.01 Effective July 1, 2005 through June 30, 2006:

<u>Range</u>	<u>Position Title</u>
M - 9	Craft Technician/Lead Auditorium Technical Lead
M - 8	Equipment Operator Senior Automotive Technician Craft Specialist Senior General Maintenance Worker Senior Warehousing Specialist A.V. Technician/Auditorium Technician
M - 7	Supply Specialist Tool Room and Parts Specialist Automotive Service Technician Expediter General Maintenance Worker III
M - 6	Truck Driver/Warehouse Specialist Maintenance Mechanic General Maintenance Worker II
M - 5	General Maintenance Worker I
M - 4	General Maintenance Helper
M - 3	Courier/Laborer

Effective July 1, 2006 through June 30, 2008:

<u>Range</u>	<u>Position Title</u>
M - 10	<u>Lead Craft Technician</u>
M - 9	<u>Lead Auditorium Technician</u>
M - 9	<u>Journeyman Plumber, Journeyman Electrician, Automation Fire Alarm Specialist</u>
M - 8	Equipment Operator Senior Automotive Technician Craft Specialist Senior General Maintenance Worker Senior Warehousing Specialist A.V. Technician/Auditorium Technician
M - 7	Supply Specialist Tool Room and Parts Specialist Automotive Service Technician Expediter General Maintenance Worker III
M - 6	Truck Driver/Warehouse Specialist Maintenance Mechanic General Maintenance Worker II
M - 5	General Maintenance Worker I
M - 4	General Maintenance Helper
M - 3	Courier/Laborer

NOTE:

***References to M-8 and M-9 in Articles 9.04, 9.05, 9.06, 15.02, 15.07, 28.02, and other references as necessary will be reviewed and changes necessitated by the new classifications effective July 1, 2006 will be made.**

15.02 General Maintenance Worker.

a. General Maintenance workers shall perform general preventive maintenance and repair of building structures and their mechanical, electrical, or sanitary systems. They may also perform general maintenance and repair of the District's machinery and equipment. They are expected to possess basic to advance practical knowledge of several maintenance trades, depending on grade.

b. Regarding the opportunity for current employees to transfer into the General Maintenance function and the flexibility needed to perform whatever general duties are required for work order completion, M-6 Maintenance Mechanics are presumed to be competent to do general maintenance work at the M-4 level; M-8 Craft Specialists are presumed to be competent to perform general maintenance work at the M-6 level. Those who elect to transfer from a craft work unit into General Maintenance shall retain their wage range. No current employee will be forced to enter the General Maintenance unit during the life of this Agreement; the evolution of the new unit will occur through attrition, addition of positions, and voluntary transfers.

c. The District will develop a training program that defines the skills and experience required for each General Maintenance worker position (M-5 to M-8) and how employees may progress in establishing their qualifications.

15.03 Staff Distribution. Without restricting its right to determine the size and composition of the work force, the District desires to maintain the current number of positions as now distributed across the wage ranges within the bargaining unit throughout the life of this Agreement, and will attempt to do so. This Article does not guarantee a minimum number of positions.

15.04 Shift Differential.

a. Employees who are assigned to shifts which begin after noon, shall receive shift differential pay of forty cents (\$.40) per hour for the total shift.

b. Employees who are assigned to shifts which begin after 6 p.m. shall receive shift differential pay of fifty cents (\$.50) per hour for the total shift.

15.05 Mileage Reimbursement. Employees covered by this Agreement will not be required to use private automobiles in the conduct of the District's business. However, employees who volunteer the use of their private automobile shall be reimbursed at the approved Federal Internal Revenue Service rate, adjusted annually.

15.06 Tools, Uniforms, and Licenses.

a. The Employer will determine the composition of a basic set of tools for each craft section and shall furnish employees the appropriate set of tools necessary to perform the activity required of them. Employees shall be responsible for issued tools and equipment during the term of their employment with the District. If, under normal use, tools are broken or worn out, the Employer will replace said tools when returned by the employees. Stolen tools will be replaced upon presentation of a police report. Upon termination, the employee will turn their issued tools in to their supervisor. Any tools not returned shall be replaced by the employee.

It is understood and agreed that the District shall provide the tools, initially, necessary to perform the jobs required and shall replace those tools damaged or worn through normal wear and tear. However, the employee shall be responsible to replace lost tools they have been issued. In addition, safety equipment issued to employees assigned to Vehicle Maintenance shall include coveralls; which shall be supplied and cleaned by the District, and must be worn. Change outs shall be available three (3) times per week.

b. Paint Unit employees shall be paid an additional fifteen cents (\$.15) per hour to cover the costs of purchasing and cleaning the required uniforms. Other units may also opt for uniform pay if all employees in the unit agree to wear the required uniforms.

c. The District shall reimburse employees for the cost of renewing Commercial Driver's Licenses when possession of such license is a condition of employment.

d. The District will reimburse employees the cost for required state and/or municipal craft licenses.

15.07 Wages.

2002-2003

	First	12-24	
Range	12-Months	Months	Thereafter*
M-9	\$19.90	\$22.90	\$24.20
M-8	\$19.35	\$22.35	\$23.65
M-7	\$17.75	\$20.75	\$23.10
M-6	\$17.55	\$20.55	\$22.45
M-5	\$17.10	\$20.10	\$21.35
M-4	\$16.65	\$19.65	\$20.90
M-3	\$14.35	\$15.70	\$16.95

2003-2004

	First	12-24	
Range	12-Months	Months	Thereafter*
M-9	\$20.30	\$23.30	\$24.60
M-8	\$19.75	\$22.75	\$24.05

M-7	\$18.15	\$21.15	\$23.50
M-6	\$17.95	\$20.95	\$22.85
M-5	\$17.50	\$20.50	\$21.75
M-4	\$17.05	\$20.05	\$21.30
M-3	\$14.75	\$16.10	\$17.35

2004-2005

Range	First 12 Months	12-24 Months	Thereafter*
M-9	\$20.70	\$23.70	\$25.00
M-8	\$20.15	\$23.15	\$24.45
M-7	\$18.55	\$21.55	\$23.90
M-6	\$18.35	\$21.35	\$23.25
M-5	\$17.90	\$20.90	\$22.15
M-4	\$17.45	\$20.45	\$21.70
M-3	\$15.15	\$16.50	\$17.75

(* "thereafter" refers to time in the bargaining unit.)

2005-2006

Range	First 12 Months	12-24 Months	Thereafter*
M-9	\$21.11	\$24.17	\$25.50
M-8	\$20.55	\$23.61	\$24.94
M-7	\$18.92	\$21.98	\$24.38
M-6	\$18.72	\$21.78	\$23.72
M-5	\$18.26	\$21.32	\$22.59
M-4	\$17.80	\$20.86	\$22.13
M-3	\$15.45	\$16.83	\$18.11

2006-2007

Range	First 12 Months	12-24 Months	Thereafter*
M-10	\$22.34	\$25.47	\$26.82
M-9	\$21.77	\$24.89	\$26.25
M-8	\$21.02	\$24.14	\$25.50
M-7	\$19.35	\$22.48	\$24.93
M-6	\$19.14	\$22.27	\$24.25
M-5	\$18.67	\$21.80	\$23.10
M-4	\$18.20	\$21.33	\$22.63
M-3	\$15.80	\$17.21	\$18.51

2007-2008

Range	First 12 Months	12-24 Months	Thereafter*
M-10	\$22.84	\$26.04	\$27.43
M-9	\$22.26	\$25.45	\$26.84
M-8	\$21.49	\$24.69	\$26.07
M-7	\$19.78	\$22.98	\$25.49
M-6	\$19.57	\$22.77	\$24.79
M-5	\$19.09	\$22.29	\$23.62
M-4	\$18.61	\$21.81	\$23.14
M-3	\$16.16	\$17.60	\$18.93

(* "Thereafter" refers to time in the bargaining unit.)

ARTICLE 16 WORKING RULES

16.01 Workweek. The workweek shall consist of forty (40) hours and shall be assigned in either of two configurations: Monday through Friday, eight (8) hours per day or four (4), ten (10) hour days in consecutive order.

a. The following rules shall apply to all shift scheduling:

1. Shall be provided fourteen (14) working days' advanced notice of the shift assignment.
2. Shall be assigned to such shifts for a minimum of ninety (90) calendar days unless otherwise mutually agreed. This guarantee shall not apply to temporary shift changes, e.g., summer, etc., only to permanent shift assignments.
3. Shall bid for shifts and locations according to the seniority provisions of the Labor Agreement.

b. The following rules shall additionally apply to four-ten (4-10) hour shifts:

1. Holidays, vacation, and other types of leave will be calculated utilizing a standard ten-hour workday.
2. Shall not be entitled to a paid lunch at the conclusion of the ten-hour shift. Other lunch provisions covered by the Agreement will govern.
3. Shall not be covered by the Monday through Friday workweek provision of this Agreement. Employees assigned a regularly scheduled shift on Saturday and/or Sunday will be placed on four, ten-hour shifts per week. Employees temporarily assigned Saturday and/or Sunday work under the overtime provisions of the Agreement will not be entitled to coverage as employees regularly scheduled to 4-10 shifts.

16.02 General Overtime Rules.

- a. Employees shall be paid at one and one-half (1-1/2) times the basic straight-time hourly wage rate for compensable hours in excess of eight (8) or ten (10) in any regular work day depending on assigned shift, or for compensable hours in excess of forty (40) in any one (1) week. Further, employees who are requested to work outside the regular scheduled shift, shall be paid a minimum of one (1) hour at overtime rates.
- b. Employees working in excess of twelve (12) hours in any continuous work period shall be paid at two (2) times the basic straight-time hourly wage rate.
- c. For employees assigned to 5-8 shifts, the sixth day of work shall be paid at one and one-half (1-1/2) times the straight rate. For employees assigned to 4-10

shifts, the fifth and sixth days shall be paid at one and one-half times (1-1/2) the straight rate. All work performed on Sunday shall be compensated at the double time rate of pay. Shifts regularly scheduled to start on or after 8:45 p.m. on Sunday evening are considered Monday workdays.

d. All employees eligible for overtime shall be notified of opportunity for overtime work unless they have specifically requested in writing, leave for the period in which overtime becomes available. Employees who have been approved, in writing, on the appropriate Request for Leave form shall not be requested or required to work overtime during the period for which the leave has been approved. Unless the request for leave has been approved in writing, employees may be required to work overtime.

16.03 Scheduled Overtime. Scheduled overtime work shall be rotated among the voluntary employees within the work unit subject to the ability to perform the work. The District will maintain an overtime list and offer overtime first to the senior worker on rotation and then to others in descending order on the rotation list. Only those employees on the list shall be called for voluntary overtime opportunities. When an insufficient number of workers volunteer for scheduled overtime, it shall be assigned by inverse order of work unit seniority.

a. The employee shall be informed of the scheduled overtime, the general nature of the work, and the approximate number of hours involved.

b. All scheduled overtime, including refused scheduled overtime, shall be charged against the employees' scheduled overtime rotation list. Twenty-four (24) hour notice of scheduled overtime shall be given, except when an emergency is declared by the appropriate director.

c. Employees who are forced to work overtime will not lose their position on the scheduled overtime rotation list.

16.04 Call-Outs.

a. The call-out rotation list shall not be included in the scheduled overtime rotating list provided above. Call-outs or refusals will be charged against the employees' call-out rotation list. Employees who sign up for overtime are expected to be available to accept the call-out. Employees who have volunteered for overtime work, but refuse such work more than twice per thirty (30) calendar day period, will be removed from the overtime list for the next ninety (90) days. Employees who volunteer for call-out shall be issued cellular phones. If an employee fails to answer a call placed to an issued cellular phone, it will be treated as a refusal of work.

1. Employees who are contacted to respond to subsequent emergencies at other locations prior to completing the assigned tasks at the initial location shall respond as one call-out. After the initial three hour call out period the employee may request the supervisor dispatch the next employee on the rotation list.

2. Emergencies received after an individual has been dispatched and has completed the work (including notification to the District's security provider) will be dispatched to the next employee on the rotation list for call-out.

b. In the event the employee is not worked in the rightful rotation position of seniority, the employee shall be compensated in the amount of hours that was earned by the employee in their stead, unless otherwise mutually agreed upon by the Union and the District.

c. When an employee has completed a regularly scheduled shift and is called back to perform work of any nature within two (2) hours after the regular shift, it shall be considered a continuation of the shift. The employee shall receive a guaranteed minimum of three (3) hours' pay, at the appropriate overtime rates. This Section shall not apply to scheduled overtime.

d. When a regular employee is called out for work, the employee shall be guaranteed three (3) hours' pay, at the appropriate overtime rates. Time worked beyond three (3) hours will be paid at the appropriate overtime rate.

16.05 Standby.

a. Employees who are required to stand by on weekend duty shall receive six (6) hours' pay at the overtime rates of one and one-half (1-1/2) times their regular salary. Employees on standby shall receive an additional two (2) hours' of pay at one and one-half (1-1/2) times their regular salary for Saturday, and two (2) times their regular salary on Sunday for the second and all subsequent calls to a work site. Employees will not be required to serve standby duty more than once per month. A minimum of six (6) employees will be required to be placed on each standby list at the discretion of the District.

b. A regular employee who is working under this Section shall be released from duty at the completion of the job for which called back or called out. If subsequent emergencies occur within the initial six (6) hour call-out period and prior to the employee clocking out, the employee will be dispatched accordingly. This will only apply to emergency situations, not to routine duties. To prevent pyramiding of hours while on standby, no more than twenty-four (24) compensable hours shall be earned in any twenty-four (24) hour period.

16.06 When a regular shift is started, no less than a full shift shall be allowed. Eight (8) hours shall constitute a shift in a five (5) day workweek, including Saturday, Sunday, and holidays. Ten (10) hours shall constitute a shift in a four (4) day workweek.

16.07 Employees reporting to work and not put to work shall receive four (4) hours' pay at their appropriate rate, unless notified not to report at the end of their previous shift or two (2) hours prior to the start of a shift.

16.08 When employees are required to stand by because of temporary breakdown or shortage of materials, temporary weather conditions, or for any other cause beyond their control, no time shall be deducted from this period and the finishing time or shift shall not be extended to make up the lost time.

ARTICLE 17 WORK ASSIGNMENTS

17.01 Employees will be expected to perform job duties in accordance with the established requirements of the position. The District reserves the right to require pre-employment tests, as appropriate, to ascertain fitness for duty. Help will be provided on all heavy or bulky items that the employees are required to handle. Proper equipment required to handle any such items shall be provided by the School District.

17.02 For safety reasons, supervisors will not assign employees to perform work alone when circumstances, including the nature of the equipment and the operation to be performed, could expose the employee to unreasonable danger from inclement weather or hazardous conditions. Decisions will be made by supervisors and the safety committee in line with current industry standards.

17.03 Non-bargaining unit supervisors may perform craft work during an extreme emergency or exceptional staffing problem; however, a supervisor may work at the craft no more than eight (8) hours in any workweek. Emergency situations or exceptional staffing problems shall be adjusted during the next workday.

17.04 When more than three (3) are assigned to work as a crew at a site outside of the assigned shop grounds, and the craft lead is unable to make two (2) visits to the job site during an eight (8) hour day, the District shall designate one of the four-member crew as a Craft Lead and will pay Craft Lead scale for the entire shift. The above shall be interpreted as a visit during the first half and one the second half for an eight (8) hour shift and one visit for less than eight (8) hours. The most senior qualified employee will be assigned to the work detail as Craft Lead.

17.05 Craft Leads may be on duty at all times during the swing or graveyard shifts.

17.06 The District reserves the right to determine what skills and skill levels are needed during any shift, at any duty station or location.

17.07 Modified Duty Assignment. Regular employees, who are temporarily unable to perform the full duties of their regular assignment due to a job-related injury, will be placed on modified duty status in accordance with the following:

- a. Employees will be appointed to modified duty status within the bargaining unit, consistent with the employee's ability to perform the major duties assigned, as directed by a physician's statement at the time of application for a modified duty appointment.

- b. Employees may be in modified duty status for a period not to exceed one hundred thirty (130) work days in a twenty-four (24) month period beginning the first day of the first modified duty status.
- c. No more employees may be placed in modified duty status than will permit the District to perform required bargaining unit duties.
- d. Employees who are appointed to modified duty status shall receive the rate of pay earned in the position held prior to the injury, prorated for the number of hours the employee is able to work.
- e. Employees will be returned to their former position in accordance with contractual provisions and only with a release from a physician which indicates the employee is able to perform the full duties of the assignment before the injury.
- f. All applicable Workers' Compensation regulations will apply during the appointment to modified duty status.
- g. If an employee is unable to return to work after use of the ninety (90) consecutive work days of modified duty, the employee will be placed in either leave without pay or Family Medical Leave status, in accordance with applicable contractual provisions, which may include Family Medical Leave Status.
- h. An employee may be required to be evaluated by a District appointed physician at no cost to the employee, prior to or during the appointment to modified duty status.

ARTICLE 18

TIME CARDS REMUNERATION

18.01 Time cards of employees shall not be changed downward, i.e., reduced in value, without first consulting with the employee involved and the authorized Union representative and/or shop steward. Copies of the employee's time cards shall be made available from 8:00 a.m. to 4:30 p.m., Monday through Friday, by the District for inspection by the employee or authorized Union representative and/or shop steward upon one (1) workday's notice by the Union. Failure to furnish time cards as specified herein shall entitle the employee to wait time pay of eight (8) hours' straight time for each twenty-four (24) hour period thereafter.

ARTICLE 19

CONDITIONS AND HEALTH BENEFITS

19.01 A lunch period of not less than thirty (30) minutes shall be allowed approximately midway of the regular shift. The District reserves the right to stagger individual employee's lunch periods for an appropriate coverage of work. Any established lunch period shall be for a minimum of thirty (30) working days.

- a. The District shall provide eating areas and washroom facilities on request. These eating areas will be maintained in a clean and sanitary condition.

19.02 Relief Period. All employees shall be allowed one (1) relief period not to exceed fifteen (15) minutes in duration the first (1st) half of the shift and fifteen (15) minutes during the second (2nd) half of the shift. The employees may take the relief period at their discretion except when designated by the Craft Lead. When working other than the regular shift, relief breaks shall be taken each two (2) hours.

19.03 Payday. The District shall establish a bi-weekly payday on which employees shall be paid every other Friday. Paychecks will be available for pick-up at the regular work site between the hours of 7 a.m. and 5 p.m. If a regular payday falls on a holiday, then the last working day before such holiday shall be considered payday. ~~It is understood that a change in the current payroll practice, affecting lag time between submission of time cards and the receipt of paychecks will be negotiated for effective implementation on July 1, 1998, consistent with any agreement reached by the parties with regard to Bus Drivers and Attendants.~~

19.04 Pay Shortages. Proven pay shortages of less than two hundred dollars (\$200.00) shall be paid with the next regular payroll. Proven pay shortages of greater than two hundred dollars (\$200.00) shall be paid by Wednesday of the week following the payroll, if proof of the error is presented by the employee in a timely manner to ensure receipt in Payroll by noon on Tuesday. The District will incur a penalty of twenty dollars (\$20.00) per day, up to a maximum of two hundred dollars (\$200.00), if it does not comply with these deadlines.

19.05 Termination Pay. When an employee is terminated for any reason by the employer, wages become due immediately and shall be paid within three (3) working days. When the employee terminates their employment, the employee wages will be paid on the next regular bi-weekly payday.

19.06 Itemized Deductions. The District shall itemize all deductions, except deferred compensation, on paychecks so employees can clearly determine the purposes for which amounts have been withheld and shall include the number of straight-time hours, overtime hours, dues deductions, holiday pay, leave pay, basic rate per hour pay, and other compensation payable to the employee which is included in the check.

19.07 Health Insurance. The District shall contribute ~~\$500.00~~ \$650.00 per month/per employee toward the premium necessary to provide comprehensive health insurance for eligible employees during the ~~2002-2003~~ 2005-2006 year. The amount of District contribution shall be increased to ~~\$525.00~~ \$700.00 per month/per employee for the ~~2003-2004~~ 2006-2007 year and \$750.00 per month/per employee for the 2007-2008 year. The amount of contribution provided by the District ~~for 2004-2005~~ shall be equal to the highest monthly contribution provided by the District for members of any other bargaining group of District employees for that year. Benefits provided shall be described in the School District's Master Health Policy as periodically amended, which will be prepared and distributed ~~at District expense.~~ under the direction of the District.

Consistent with applicable statutes, employees shall have access to Flexible Spending Accounts for each year of this Agreement. Employees who submit proof of medical expenses may be reimbursed from such accounts in accord with established rules.

Employees with compensable claims under the Workers' Compensation Act, who are absent from work for extended periods, shall retain their health insurance coverage for ~~up to six (6) months, at District expense.~~ **consistent with current FMLA statutory requirements. It is the employee's responsibility to cover whatever co-payments may be inherent in the option plans in which they are enrolled.**

ARTICLE 20 HOLIDAYS

20.01 Paid Holidays.

a. Holidays Observed. The following days are designated as holidays off with pay.

New Year's Day	Labor Day
Fur Rendezvous Day or	Thanksgiving Day
President's Day*	Thanksgiving Friday
Spring Vacation	Day Before Christmas
Memorial Day	Christmas Day
Independence Day	Day Before New Year's

* Selected by the School Board.

The Union and the District look forward to the official recognition of Martin Luther King, Jr.'s birthday as a District-wide holiday.

b. Holidays falling on weekends for employees assigned to 5-8 **hour** shifts: If any of the above holidays fall on Sunday, the following Monday shall be considered the legal holiday. When any of the above holidays fall on Saturday, the Friday immediately preceding the holiday shall be considered to be the holiday.

c. Holidays falling on weekends for employees assigned to 4-10 **hour** shifts: When a holiday falls on the first day of the three (3) consecutive days off, the last day worked prior to the days off shall be the holiday. If the holiday falls on the last day of the three (3) consecutive days off, the first day worked after the days off shall be the holiday. If the holiday falls on the middle day of the three (3) consecutive days off, the District may assign either the last day worked prior or the first day worked after the three (3) consecutive days off as the holiday in accordance with workload demands. However, in all cases, double time compensation will only be paid if work is performed on the actual calendar holiday and will not be paid on the designated holiday, either before or after scheduled days off.

d. **Rate of Compensation.** Holidays shall be paid for at straight-time rates if not worked. Employees required to work on any of the above-named holidays shall be paid at the rate of two (2) times their basic rate of pay, in addition to the holiday allowance set forth above.

e. **Eligibility.** To be eligible for holiday pay, the employee shall be required to be on pay status the day preceding the holiday and the day following the holiday. Pay status shall be defined as time spent working on the job or on any approved leave with pay **for a minimum of the employee's regularly scheduled work shift hours.**

ARTICLE 21 LEAVES

21.01 Annual Leave Accrual. Regular employees who are on pay status shall earn leave according to the following schedule:

a. **Annual Leave Entitlement**

1. For employees hired after July 1, 1997, the following rates of leave accrual shall apply:

July 1, 2005 through June 30, 2007:

<u>Service</u>	<u>Annual</u>	<u>Monthly</u>
Up to 2 years	18	12 hours
Over 2 years / less than 4 years	21	14 hours
Over 4 years / less than 6 years	24	16 hours
Over 6 years / less than 8 years	30	20 hours
Over 8 years / less than 10 years	33	22 hours
Over 10 years	36	24 hours

July 1, 2007 through June 30, 2008:

<u>Service</u>	<u>Annual</u>	<u>Monthly</u>
<u>Up to 4 years</u>	<u>21</u>	<u>14 hours</u>
<u>Over 4 years / less than 6 years</u>	<u>24</u>	<u>16 hours</u>

Over 6 years / less than 8 years **30** **20 hours**

Over 8 years / less than 10 years **33** **22 hours**

Over 10 years **36** **24 hours**

2. For employees hired before July 1, 1997, the following rates of accrual will apply **applies : thirty-six (36) days annually or twenty-four (24) hours per month.**

<u>Service</u>	<u>Annual</u>	<u>Monthly</u>
Up to 2 years	24 days	16 hours
Over 2 years to 4 years inclusive	33 days	22 hours
Over 4 years	36 days	24 hours

3. Leave shall accrue during the period an employee is on paid leave. However, such additional leave shall be canceled if the employee terminates employment and fails to resume active duty upon completion of the authorized leave, except in cases of voluntary retirement. **Leave does not accrue during periods of leave without pay.**

b. **Regular Use of Leave.** Annual leave may be used for any purpose desired by the employee with the advanced approval of the supervisor. There shall be no forced leave. Vacations shall be granted at times and in amounts most desired by employees whenever possible subject to the following:

1. Vacations shall be bid by seniority within each work unit. During the heavy work load period, ten percent (10%) of the employees from a given work unit may be on vacation at the same time; during the light work load period, fifteen percent (15%) of the employees may be on vacation at the same time. The heavy and light work load periods within each work unit shall be defined by the District.

2. The vacation schedule shall be posted for bidding on April 1 each year, left posted for thirty (30) calendar days, and then removed. This bid shall be for vacations bid from July 1 through December 31. The vacation schedule shall be posted again on October 1 each year, left posted for thirty (30) calendar days, and then removed. This bid shall be for vacations bid from January 1 through June 30. A senior employee who has secured a vacation schedule by the bidding process may not later vacate the bid choice and bump the vacation period already selected by a less senior employee.

3. Any additions or changes after the thirty (30) day period shall be by mutual consent on a first come, first served basis.

4. The employee may exercise work unit seniority for the purpose of bidding vacation only once during the contract year.

c. **Maximum Accrual.** Accrued and unused annual leave may be carried over from one calendar year to the next, provided that in no case shall the amount carried over exceed ~~sixty (60) days~~ **600 hours**. Any accumulation over ~~seventy-five (75) days, or six hundred (600) hours,~~ **600 hours** which exists on the second payday in January of each year shall be automatically cashed out and checks issued on the last payday in February.

~~d. **Regular Cash-In.** Employees may elect to cash in leave accruals greater than eighty (80) hours, provided that the request for cash in lieu of leave is submitted in writing fifteen (15) calendar days in advance of the date payment is requested.~~

d. Annual Leave Cash-In. Employees may cash in leave accruals greater than eighty (80) hours. Cash leave request forms must be received in the Payroll Department seven (7) working days in advance of the next scheduled check release date in order to be included in the next scheduled payroll run. There is no "emergency cash-in" of leave available.

~~e. **Emergency Cash-In.** Cash in lieu of accrued annual leave may be obtained under emergency conditions when the request is outlined in writing and approved by the Superintendent or designee, provided the employee retains a balance of at least ten (10) days of annual leave following cash payment. "Emergency" is defined as a critical situation over which the employee has no control.~~

f. **e. Part-time Employees.** Regular part-time employees shall accrue leave on a pro-rated basis.

~~g. **f. Probationary Period.** New regular employees shall accrue leave in accordance with this Article, but may not take any such leave with pay until after the completion of 360~~ **500** hours of employment, except in the case of illness or emergency.

~~h. **g. Emergency Leave Bank.**~~

1. **Eligibility.** An employee accruing annual leave shall contribute four (4) hours of annual leave yearly to the Bargaining Unit Emergency Leave Bank. Four (4) hour contributions to the Emergency Leave Bank will occur automatically through payroll deduction during the first thirty (30) calendar days of each fiscal year or during the first thirty (30) calendar days of employment each fiscal year, except that in the event the Emergency Leave Bank exceeds 1,000 hours on June 30, the above four

(4) hour contribution to the Bank will be deferred, except for new employees, for the subsequent year or until such time that the hours in the Bank number 200. Anyone electing not to join the Emergency Leave Bank will inform the Personnel Department in writing within ten (10) working days after reporting date. Refusal to join the Emergency Leave Bank will bar the employee from membership in or benefits from the Bank for the period of employment with the School District unless notification is received in the Payroll Office in writing during the open enrollment period of July 1-10 of each year.

2. **Administration.** The Emergency Leave Bank will be administered by a committee of four (4) members appointed by bargaining unit election. The committee shall develop and revise the criteria for the use of the emergency leave. The annual leave days donated to the bank shall be cumulative from year to year. Any employee who has donated leave to the Bank and who has exhausted all accumulated annual leave may make withdrawals subject to approval by the Emergency Leave Bank Committee, provided there is sufficient leave time available in the Bank. The decision of the Committee shall be final and shall not be subject to grievance or appeal by the applicant. The Committee shall reserve the right to reconsider their decision for just cause.

i. **h. Leave Payment Upon Separation.** Upon separation, employees shall be paid in full for all leave accrued, but not taken. However, payoff for accrued leave shall not be made to an employee who terminates or who is terminated during the probationary period.

j. **i. Effect of Layoff or Resignation.** Employees absent from the service of the District due to resignation or layoff for one (1) year or less shall be allowed credit for prior years of service with this bargaining unit when computing longevity, excluding the time absent.

21.02 Sick Leave.

a. **Purposes.** Sick leave, which is charged to annual leave, may be taken for the following reasons:

1. Personal illness of the employee;
2. Death in the immediate family up to a maximum of ten (10) days;
3. Serious illness or accident requiring confinement in hospital of an immediate member of the employee's family up to a maximum of three (3) days; and
4. Maternity and other temporary disabilities, subject to physician's written supporting statement.

b. **Notification to Supervisor.** Notification of absence due to illness shall be provided at least one-half (1/2) hour prior to the starting time of the assigned shift. The employee shall notify the supervisor of their expected date of return.

c. **Physician's Verification.** The supervisor may require, in advance, that any absence due to illness be supported by a physician's statement that the employee was sick or injured and that the employee was incapacitated for work for that period of absence.

d. **Abuse of Sick Leave.** An employee who misrepresents the actual reason for an absence due to sick leave shall be subject to disciplinary action, up to termination of employment, depending upon the circumstances involved.

21.03 Professional Leave.

a. Attendance at official meetings where the good of the School District is involved shall be considered paid time on duty within the meaning of this rule, except that such attendance must be approved in advance by the Superintendent.

b. **Training and Career Development.** An employee may be granted paid leave for the purpose of attending conferences, seminars, or training sessions related to improvement of the performance of duties upon the advance approval of the Superintendent.

c. The leave in sections (a) and (b) will not be charged against the employee's annual leave.

21.04 Short-Term Military Leave.

a. **Length of Leave.** An employee in the Union who is a member of a reserve component of the United States Armed Forces is entitled to a leave of absence with pay and without loss of time or efficiency rating on all days during which they are ordered to training duty, as distinguished from active duty, with troops or at field exercises or for instructions. Normally such leave shall be limited to two (2) weeks annual field training. Advance approval is required and copies of written orders must be provided to the supervisor with the leave request.

b. **Effect of Absence.** For the purposes of computing leave and longevity, short-term military leave will count as full service with the District.

21.05 Civic Leave. All civic leave is granted at the discretion of the District; prior approval is required.

a. If the School District has so placed an employee that is unable to vote on off-duty time, it shall be the responsibility of the School District to provide time during normal working hours, without loss of pay to the employee, to vote in federal, state, school board, municipal, and union elections.

b. **Fire Fighting, Police Reserve, and Air Rescue Work.** Leave with pay will be granted to employees for fire fighting and rescue work under the following conditions:

1. The employee must be a member and reside within the volunteer fire area.
2. The Fire Chief of the volunteer fire company must provide a supporting statement that the absence was due to an actual emergency call out and not for training or meetings.
3. Air Rescue work will be limited to employees possessing approved pilot licenses and are needed as pilots in the Air Rescue work.
4. The above leave will be limited to a total of seven (7) days for any fiscal year during the period of this Agreement.
5. The above leave requires the approval of the supervisor.

c. **Other Civic Duties.** An employee who is appointed to a part-time official position with a governmental agency, such as commission or board, may be granted leave with pay for absences from work at reasonable time and intervals and for a reasonable total time during the year, if such service is determined by the Superintendent to be of benefit to the District and the community. The advance approval of the Superintendent is required before paid leave for civic duties may be granted. The above leave shall not be charged against the employee's annual leave.

21.06 Legal Leave.

a. Employees required to serve on jury duty or subpoenaed as a witness shall suffer no loss in regular earnings to a maximum of forty (40) hours per week. Fees paid the juror while serving such unexcused jury duty shall be credited to the School District for the purpose of computing the daily wage. The above will not be charged against the employee's annual leave. Employees assigned to night shifts shall be temporarily transferred to a 5-8 day shift when selected for jury duty in order to avoid double duty, with consequent loss of sleep, efficiency, and safety.

b. **Work Requirements.** An employee who reports for jury duty, or who has been subpoenaed and is dismissed, shall report for work the remainder of the working day.

c. **Exceptions.** When an employee is summoned as a witness in a proceeding involving or arising from outside employment or personal affairs, the employee shall not be entitled to civic leave with pay as provided herein. An employee shall, however, be entitled to use any accrued leave for this purpose.

21.07 Union Leave.

a. **Short-Term Leave.** The shop steward shall be allowed, following notification to the appropriate foreman or department head, to handle requests, complaints, and grievances arising under this Agreement with the proper District Representative during working hours. The shop steward shall suffer no loss of compensation for a reasonable amount of time spent in the pursuit of the shop steward duties.

b. **Negotiations Leave.** The Union in contract negotiations will be represented by the employees in the bargaining unit, not to exceed six (6). Such representatives shall be selected in any manner the Union desires.

The School District will provide paid leave for actual across-the-table negotiations and reasonable travel time for the six (6) bargaining team members

21.08 Leave Without Pay.

a. General Conditions.

1. **Eligibility.** Any regular employee who has completed the probationary period is eligible to apply for leave without pay.

2. **Written Notification.** Any request for leave without pay shall be submitted in writing by the employee to the department head and the Superintendent, or designee, stating the reason for the leave, the amount of time requested, and with the necessary documentation attached to the request.

3. **Prior Approval.** All leave without pay requests must be submitted at least fourteen (14) days in advance, except in emergency situations over which the employee has no control. All leave without pay requests must be approved in advance, except during emergency situations, in which case one (1) day of grace may be permitted for the purpose of obtaining approval. The District will provide written notification of approval or disapproval of the leave request within ten (10) working days from date of receipt of application. Unauthorized leave without pay of more than three (3) days' duration shall constitute abandonment of duties and will be treated as a resignation from employment.

4. **Return from Leave.** An employee returning from a leave of absence without pay must notify the department head one (1) week prior to the expiration date of the leave in order to permit planning, scheduling, and placement. Returning employees will assume their former position, provided their leave without pay position can be kept vacant or filled on a temporary basis. Otherwise, the department head shall appoint returning employees to a comparable position within the department or arrange for appointment to the first opening of a comparable position.

21.09 Medical Leave.

- a. **Purpose.** The Superintendent or designee may grant a leave of absence without pay to an employee for reasons of personal illness or disability, if such leave is determined by the Superintendent or designee to be in the best interest of the District.
- b. **Time Limit.** A leave of absence for medical purposes, including maternity and other temporary disabilities, may be granted for up to twelve (12) months ~~and may be extended for an additional three (3) months if circumstances warrant.~~ Employees will notify their foreman of their expected date of return to work.
- c. **Insurance.** During medical leave, the District will pay for medical and life insurance coverage ~~during the first forty five (45) calendar days.~~ in accordance with FMLA provisions. During the period of time the individual is receiving health benefits under FMLA, the District will also pay for life insurance coverage.
- d. **Physician's Verification.** The granting of medical leave will require a written statement from the doctor treating the employee outlining the nature of the disability and estimating the time when the employee will be able to return to employment.
- e. **Conditions.** In addition to the above, the employee and the District shall be bound by all of the provisions cited in Section 21.08 (a), "General Conditions", of this Article.

21.10 Unauthorized Leave.

- a. **Unauthorized Absences.** Any employee who is absent from duty shall report the reason thereof to the employee's supervisor as soon as possible. Unauthorized and unreported absences shall be reported as leave without pay, and may be cause for disciplinary action including termination.

ARTICLE 22 PENSION AND RETIREMENT

22.01 Public Employees' Retirement System. The employee shall enjoy the retirement benefits as outlined in the applicable statutes relating to the Public Employees' Retirement System.

ARTICLE 23 LIFE INSURANCE

23.01 The District shall provide, on a fully-paid basis, a group life insurance protection plan for each regular employee in a face amount triple (3 times) the

employee's annual salary rounded to the next highest one thousand dollars (\$1,000), **in accordance with the District's master policy**, to be paid to the employee's designated beneficiary. In the event of accidental death or dismemberment, the insurance shall pay double (2 times) the face amount of the policy. **No changes to the master policy may reduce the guaranteed amounts listed above. A copy of the District's master policy is available to employees upon request.**

23.02 The District shall make available dependent life insurance coverage in the amounts specified in the table contained in the Master Policy Agreement between the District and insurance carrier with premiums payable by the employee.

23.03 Upon retirement, an employee may elect to continue in force life insurance coverage provided by the Board during the period of the member's employment. If such election is made, the retired employee shall pay all premiums for the insurance. The conversion rate shall be established by the insurance carrier. A maximum face value of such insurance shall not exceed that of the policy provided by the Board to the employee immediately prior to the employee's retirement.

ARTICLE 24 RECOGNITION FOR STABILITY

The Sections below (24.01, 24.02, and 24.03) apply to those employed after July 1, 1997:

24.01 Upon attaining five (5) years employment with the School District, a regular employee earns, in addition to other earnings received, an annual lump sum payment amounting to two and one-half percent (2-1/2%) of the employee's regular annual earnings for the calendar year as established by the employee's placement on the classified salary schedule and anniversary date, up to a maximum of two hundred fifty dollars (\$250.00).

24.02 Upon attaining ten (10) years of employment, a regular employee's annual lump sum advances to five percent (5%) of the employee's regular earnings for the calendar year, and continues at that rate for the duration of the employee's employment with the School District, up to a maximum of five hundred dollars (\$500.00).

24.03 Longevity pay calculations will apply to the total yearly salary.

The Sections below (24.04, 24.05, and 24.06) apply to those employed prior to July 1, 1997:

24.04 Upon attaining five (5) years employment with the School District, a regular employee earns, in addition to other earnings received, an annual lump sum payment amounting to three percent (3%) of the employee's regular annual earnings for the calendar year as established by the employee's placement on the classified salary schedule and anniversary date.

24.05 Upon attaining ten (10) years of employment, a regular employee's annual lump sum advances to six percent (6%) of the employee's regular earnings for the calendar year, and continues at that rate for the duration of the employee's employment with the School District.

24.06 Longevity pay calculations will apply to the total yearly salary.

ARTICLE 25 SAFETY AND LIABILITY

25.01 Safety Committee.

a. The District shall provide all tools and equipment required which shall be maintained in a safe condition.

b. Safety devices and first-aid equipment, as may be needed for safety and proper emergency medical treatment, shall be provided for by the District. Each employee shall be responsible to account for the tools, protective clothing, and equipment so supplied, ordinary wear and tear excepted. Protective clothing, tools, and equipment which becomes damaged or stolen through the employee's proven negligence or deliberate act shall be replaced or paid for by the employee.

c. No employee shall be discriminated against in any manner because of a refusal to operate unsafe equipment or work in unsafe conditions. In such instance, the burden of proof rests with the employee.

d. Employees shall be required to turn in equipment condition reports.

e. All work should be executed in a safe manner. The Alaska State Safety Code and OSHA regulations shall serve as minimum standards. No more than ninety (90) calendar days after the signing of this Agreement, a safety committee composed of equal representation from the District and the Union or designated employee representative shall be created by the District and the Union to inspect all tools and equipment, review safety programs and training, and enforce safety practices and regulations. The committee shall meet quarterly or more often if needed. The Safety Committee shall have the specific authority to deny the department concerned the right to operate equipment, until the Safety Committee has approved equipment and conditions as being safe. The Safety committee shall have the right to recommend disciplinary action for any employee who habitually disregards safety practices and regulations.

f. This Committee shall be functional for one (1) year and shall re-establish each succeeding year within thirty (30) calendar days after school commences. The Committee shall consist of one employee appointed from each craft section. These Committee members shall serve for one year and thereafter be replaced. The Director of Maintenance, or designee, shall serve as Chairman; vacancies

on the committee shall be filled by temporary appointments by the respective parties.

25.02 Accident Review Board.

a. All accidents, regardless of the amount of damage, are to be reported immediately. Failure to do so will result in disciplinary action. An accident report will be filed with the Vehicle Maintenance Department within twenty-four (24) hours of any accident.

~~b.~~ All ~~A~~ accidents will be reviewed investigated not later than twenty (20) days after the accident, by the Director of Maintenance or the Director of Purchasing, and the Director will render a decision as to whether it is preventable or non-preventable unless documented extenuating circumstances exist. This time limit may be extended by mutual consent of the District and the Union. The decision of the Director of Maintenance or Purchasing shall be followed unless, within twenty (20) working days of notification, the employee, with knowledge of the Union, disputes the Director's decision. To request a review by the Accident Review Committee, the driver will submit, in writing, a request for review to the investigating Director. In which case, the dispute shall be referred to the Accident Review Committee for further action. Findings of the accident review committee ~~board~~ will be followed and no disciplinary action will be taken until the accident review committee ~~board~~ has determined the accident to be preventable or non-preventable.

~~b.c.~~ An accident review committee ~~board~~ will be appointed to review all accidents over five hundred dollars (\$500.00) in damage, or involving personal injury requiring medical treatment at a medical facility, which are referred to the committee. The accident review committee ~~board~~ will consist of three (3) individuals, one assigned by the Union, one assigned by the District, and the third member will be chosen by mutual consent of the District and the Union. The District representative will act as chairperson during school years (effective July 1) that begin in an odd year and the Union during those that begin in even years. ~~the chairperson alternating between the District and the Union on an annual basis. The District will select the chairperson effective July 1, 1997.~~

~~cd.~~ The accident ~~board~~ shall investigate all accidents involving more than five hundred dollars (\$500.00) in damages or involving personal injury requiring medical treatment at a medical facility. The appropriate Directors will ensure that all accident report forms, including police and medical reports, are forwarded to the chairperson of the accident review committee ~~board~~ for the chairperson's review at the accident review committee ~~board~~ meeting.

e. Members of the Accident Review Committee shall investigate all accidents brought to its attention by the employee or the District, and shall render a decision as to whether it is preventable or non-preventable. Upon completion of the accident ~~board~~ review, a decision will be rendered within

seven (7) days and be forwarded to the appropriate director and the employee. **The recommendations of the Committee shall be followed.**

f. As a first response to a determination that an accident is preventable, the District and Union agree that the affected employee shall be required, at employee expense, to complete a National Safety Council Defensive Driving Course. Disciplinary action may also be taken.

25.03 Craft Leads will be required to obtain and keep current a first aid card. The School District will, during the term of this Agreement, hold first aid training programs during the employees' regular work shift to enable the employees to obtain their first aid cards. Other craft employees may voluntarily participate in first aid training and obtain or maintain a first aid card.

25.04 The School District shall schedule safety meetings by unit or section each calendar month. All employees shall be allowed to attend. Notice of safety meetings shall be posted forty-eight (48) hours in advance. In the event safety meetings are not scheduled by a given unit or section, the employees for whom the meeting should have been called shall receive one (1) hour of pay, at straight time.

ARTICLE 26 DUTY SECTIONS

26.01 Work Units.

- Carpentry
- Lock
- Roofing
- Glass
- Paint
- Electrical
- Heating and Ventilation
- Plumbing
- Mechanical
- Automation
- Grounds Maintenance
- Equipment Operators
- General Maintenance
- Materials Control
- Warehouse
- Student Nutrition
- Student Nutrition Facility Maintenance and School Cafeterias
- Vehicle Maintenance*
- Student Transportation Maintenance*
- Audiovisual
- Auditorium
- Data Processing

* Vehicle Maintenance Technicians and Student Transportation Vehicle Maintenance Technicians shall be one (1) work unit for the purpose of promotion and layoff. For the purpose of overtime they shall be considered separate work units.

26.02 Established Lines of Supervision. The District reserves the right to arrange work units under assigned supervisors in such a manner as best suits its operational needs. This arrangement will be posted in the work unit so established lines of communication are known to the employees.

ARTICLE 27 SENIORITY

27.01 Work Unit Seniority.

- a. Work unit seniority shall be established as follows: The employee having the longest term of service in a work unit with the District shall be number one on the seniority list, with all other employees in that work unit listed in descending order of time with the District in that work unit. Such list shall be posted.
- b. Work unit seniority shall not affect the employee's overall service with the District for the purposes of accruing leave or longevity benefits.

27.02 Bargaining Unit Seniority. Bargaining unit seniority shall be established as follows: The employee having the longest term of service in the bargaining unit shall be number one on the seniority list, with all other employees in the bargaining unit listed in descending order of time with the District in the bargaining unit.

27.03 District Seniority. District seniority shall be established as follows: The employee having the longest term of service with the District shall be number one on the seniority list, with all other employees listed in descending order of time with the District.

27.04 Establishing Seniority. Applicants hired as regular employees shall attain seniority on their respective lists, effective their date of hire. Should more than one (1) person be assigned regular status on the same day within a work unit, the date each submitted an application for employment shall determine position on the list. If a tie exists between two or more employees, the time date stamped on the employment application shall determine seniority. If a tie still exists, seniority shall be determined by a coin toss.

27.05 Shift/Location Assignments.

- a. The ASD and Local 959 agree to the following procedures to ensure operational efficiency and maintenance of seniority rights in shift assignment, by work section:
 1. Shifts/location assignments in all work sections shall be bid on or before October 15, 2000, then in July 2002 and every year, in July,

thereafter. The bid shall be on basis of seniority, with the most senior employee having first choice and others following in order of seniority. Implementation of the bid changes will occur during the month of August. The District and Union shall meet and confer regarding the creation of new shifts. Shifts changed in July shall be bid a minimum of fourteen (14) calendar days prior to implementation.

2. Regular starting times shall be established for each shift and each operation governed by this Agreement. Such list shall be given to the Union. Except in the Grounds Unit, starting times shall not be changed without fourteen (14) calendar days' prior notice to the Union and affected employees. In the Grounds Unit, a projected change date may be posted, depending on the weather, but the actual change may occur with minimal notice.

3. Employees may elect to change shifts/locations, on a seniority basis, as vacancies occur.

4. No employee may bump another employee from an assigned shift/location except as provided in (1) above and in Article 28.01.

5. No exceptions to the above rules will be made without the express written approval of affected employees, the Union, and the District.

27.06 Grounds Maintenance Backup. When additional equipment operators are to be utilized, the Grounds Maintenance Unit will provide first assistance. Other qualified operators may be utilized as needed. Training to operate District equipment will be provided to the Grounds Maintenance unit on a voluntary basis, in seniority order, and then to other members of the bargaining unit, in order of seniority.

ARTICLE 28 LAYOFFS

28.01 Layoffs shall be made in the reverse order of bargaining unit seniority, provided the remaining employees are qualified to perform the work. The least senior employees(s) in a work unit that is losing positions has the right to transfer into a vacancy created by the actual layoff. For example, if the least senior member of the bargaining unit is in the Grounds Unit but the position loss which necessitated the layoff is in the Warehouse Unit, the least senior employee in the Warehouse Unit if qualified to perform the work assigned to the position in the Grounds Unit shall be transferred and shall be paid the wage rate appropriate to the new position. If the employee elects not to accept the transfer the employee will be subject to layoff.

28.02 The District shall confer with the Union prior to issuance of any notices of layoff to employees covered by this Agreement. However, to maintain necessary supervision, there will be at least one M-8 and one M-9 position in each work unit, unless mutually agreed otherwise.

28.03 This clause shall not apply to the discharge section. All regular full-time employees being laid off shall be given two (2) weeks' notice or two (2) weeks' pay prior to such layoff.

28.04 An employee laid off shall be offered the first job opportunity within the other work units before a new hire, provided the employee is qualified to perform the work. This job opportunity shall not apply to the discharge section.

28.05 Seniority may be terminated and the District-employee relationship shall be severed by the following conditions:

1. Proper discharge;
2. Layoff of twelve (12) months' duration;
3. Resignation;
4. Failure to return from leave of absence, vacation, or layoff on agreed date, unless approval has been obtained from the District, emergencies excepted, unless otherwise mutually agreed upon by both the Union and the District; and
5. Non-excused absence of more than three (3) consecutive scheduled days workdays unless satisfactory evidence of inability to report has been shown.

ARTICLE 29 FOOD SERVICE LAYOFF/CALENDAR

29.01 Student Nutrition Staffing Needs.

~~a.~~The present staffing formulation at Student Nutrition stipulates some number of regular Warehousemen/Drivers to work fewer than twelve (12) months. Access to the shortened work year shall be bid annually by seniority within the Student Nutrition Unit. If an insufficient number of employees bid for the shortened years, they shall be assigned in inverse order of seniority. As this action will result in extended layoffs for affected employees the following will occur:

1. When help is needed at the Warehouse facility, laid off Warehousemen/Drivers from Student Nutrition will be afforded first right of refusal for work assigned to meet that need, subject to expression of interest as required in three (3) below.
2. Under no circumstances will the District hire temporary employees to perform the duties traditionally assigned to Warehouse Specialist/Drivers until all those in layoff status from Student Nutrition have been afforded the opportunity to accept the work at the Warehouse.

3. It is understood that those laid off Warehousemen/Drivers will make known their intention to accept this work by signing a list that shall be posted at the work site before May 15. Any Warehousemen/Drivers from Student Nutrition who do not sign the list will forfeit the opportunity to be considered for work during layoff. Positions will be filled from this list in seniority order and will be paid at the rate appropriate to their regular classification.

4. It is understood that this Agreement, with its stated intent to offer work to laid off employees during periods of layoff, is not designed (by its requirement to have laid off employees express their intent to accept or not accept work) or meant to limit or restrict any employees from returning to work once the scheduled layoff period has passed.

In order to fully utilize staff from both Warehouse Section work units, employees may perform the work of either unit. Overtime opportunities will be offered to Student Nutrition Warehouse work unit employees after warehouse work unit employees have been given ~~and~~ an opportunity to work such overtime.

ARTICLE 30 PROTECTION OF RIGHTS

30.01 No Work Stoppage. Both parties guarantee that there will be no strike, work stoppages, or lockouts during the life of this Agreement or any period of negotiations thereof.

30.02 Lost or Damaged Property. Employees shall not be responsible for lost, stolen, damaged tools, materials, or property except in case of proven carelessness. The School District must provide an adequate security and checking system for all tool rooms and supply centers to protect the School District and the employee.

30.03 Subcontracting

a. **Subcontracting to Achieve Savings by Necessitated Budget Problems.** The District may contract out work normally assigned to bargaining unit employees to meet its needs during budgetary exigencies when cost savings can be demonstrated. This action may result in a reduction of the work force, through layoff. When the District proposes to contract work under this Section, all statistical data, e.g., wages and overtime rates, number of employees, work to be assigned, or any other information relied upon by the District, will be provided to the Union. The Union may provide to the District, any material it believes is relevant to cost calculations. The District agrees to meet and confer with the Union regarding its intention to subcontract work before the fact.

b. **Subcontracting for Other Reasons.** Subcontracting work currently assigned to members of the bargaining unit for reasons other than budgetary exigencies may be undertaken for the following reasons, after meeting and conferring with the Union:

1. When there is additional work due to new construction, rehabilitation due to fire damage, vandalism, water damage, roof damage, etc.
2. When there is seasonal work that cannot be reasonably completed by regular employees, such as installation of relocatables, snow removal, ground maintenance, or other day-to-day operational requirements. The District will not subcontract work for the sole purpose of avoiding payment of overtime to regular employees who are on site and directly available.
3. The District will not subcontract work or adopt a volunteer program under this section for the purpose of reducing the number of positions in this bargaining unit.
4. Should the District determine to not fill a vacant position that work will not be accomplished by subcontracting or by any entity other than this bargaining unit.

c. **Volunteers.** The District will meet with the Union before the fact to discuss the use of volunteers in work areas currently assigned to employees in this bargaining unit. The District assumes no responsibility for restricting volunteers consistent with other Sections of this Agreement.

ARTICLE 31 OVERLOADS

31.01 In the event employees, in the scope of their employment, are arrested or ticketed with an overload, defective equipment, permit loads, or any other infraction of the law which was caused by the District, the District shall pay all fines and actual cost incurred, providing the employees have not loaded their cargo contrary to the instructions of the supervisor.

31.02 The employee shall not suffer a loss in pay for any infraction of the law caused by the District.

31.03 Employees shall be required to report, in writing, faulty equipment conditions.

ARTICLE 32 REVOCATION OF DRIVERS' LICENSES

32.01 All employees must possess a current state of Alaska driver's license and carry it with them at all times while driving District vehicles.

32.02 In the event an employee's driver's license is revoked or suspended because of violations of any federal, state, or municipal law by the District, the District shall provide continual employment for such employee, at not less than the employee's hourly rate of pay at the time of revocation or suspension of the license, for the entire

period of revocation or suspension of the license, and the employee shall be reinstated to the seniority held prior to revocation or suspension of the driver's license, after the license is restored. These provisions do not apply in cases where the license revocation was the responsibility of the employee and not the District.

32.03 This provision does not waive the drivers' responsibility to report, in writing, any defective equipment or known violations of existing regulations.

ARTICLE 33 SEPARABILITY AND SAVINGS CLAUSE

33.01 Should it be determined that any Article of this Agreement is not in conformity to any portion of federal or state laws, then such Article shall be suspended and amended to conform. The parties hereto agree that they will commence negotiations for changes in the Agreement to conform to federal or state laws within thirty (30) calendar days of the date of said change.

ARTICLE 34 HEIRS AND ASSIGNS

34.01 In the event the maintenance of School District properties is assumed by the State Department of Education or the Municipality, this Agreement and all of the provisions of same shall remain in force during the life of the Agreement.

**ARTICLE 35
TERM OF AGREEMENT**

35.01 This Agreement shall become effective July 1, ~~2002~~ **2005**, and shall remain in effect until June 30, ~~2005~~ **2008**.

35.02 Either party shall give sixty (60) calendar days' written notice to the other by January 1, ~~2005~~ **2008**, of its desire that the Agreement be renegotiated.

35.03 This Agreement is executed this _____ day of _____ ~~2002~~ **2005**, by the duly authorized agents and representatives of the parties hereto. No previous written or oral agreements shall apply after the signing of this Agreement unless by mutual agreement of the Union and the District.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year herein above first written.

**TEAMSTERS UNION LOCAL NO. 959
OF THE INTERNATIONAL BROTHER-
HOOD OF TEAMSTERS**

ANCHORAGE SCHOOL DISTRICT

**John Marton
Spokesperson**

**Jeff Friedman
School Board President**

**Ray Grey
Business Representative**

**Carol Comeau
Superintendent**

**Tim Morgan
Business Representative**

**Todd Hess
Director, Contract Administration**

**Dale Miller
Team Member**

**Eric Tollefsen
Team Member**

**Eric Tanner
Team Member**

**Janet Stokesbary
Team Member**

**Chris Wesolowski
Team Member**

**Alden Thern
Team Member**

**Elwyn Canady
Team Member**

**Pam Chenier
Team Member**

**Robert Laret
Team Member**

**Larry Petersen
Team Member**

**Dana Curtis
Team Member**

**MEMORANDUM OF AGREEMENT
BETWEEN
ANCHORAGE SCHOOL DISTRICT
AND
GENERAL TEAMSTERS LOCAL 959
APPENDIX I**

Re: Minor Maintenance Duties for Building Plant Operators

The District and Union are committed to providing sufficient operational flexibility as will enable the most productive and efficient utilization of public resources in meeting District responsibilities to protect and maintain its physical plant. In pursuit of that commitment, it is important that a clear understanding of how duties are to be assigned across bargaining units is needed. Building Plant Operators (represented by Public Employees Local 71) may be assigned minor maintenance duties, which are defined as those which require only a level of skill possessed by lay people who have not received specialized craft training. To help promote an understanding among school principals about how much minor maintenance may be appropriately assigned to the Building Plant Operator, the following is provided:

1. The Maintenance Department can supply one case to elementary and three cases to secondary of ceiling tile for limited ceiling tile replacement; one box of cove base for limited replacement; one gallon of touch-up paint, 6 light diffuser covers; and a dozen sheet rock expansion anchors for picture hanging.
2. Light bulbs, electrical outlet cover plates, ice melt, plumber's plungers, small 6 ft. plumber's augers, routed laminate signs for names, room numbers, and battery operated clocks are all available from the Anchorage School District warehouse.
3. All schools should have 6' and 8' ladders. In addition, secondary schools, 14' ladders for BPO's.
4. Air filters in sufficient quantity to enable quarterly changes.

These materials are available for use by the BPO's in completing minor maintenance tasks. Their ready availability should help improve service and avoid delays that would otherwise occur. ~~This agreement shall remain in full force and effect through June 30, 2005 unless otherwise changed by mutual agreement.~~

AGREED: _____ **AGREED:** _____

By _____ **By** _____
_____ **Eric Wasserman, for the Union** _____ **Eric Tollefsen, for the District**

Date _____ **Date** _____

APPENDIX II

TARDINESS AND ATTENDANCE POLICY BETWEEN ANCHORAGE SCHOOL DISTRICT AND GENERAL TEAMSTERS LOCAL 959

Covering the Warehouse and Maintenance Bargaining Unit

~~Consistent with our practice for the past several years and with our commitment to maintain consistency and fairness in our management of shop rules, the following shall be the policy regarding tardiness and attendance and will become effective April 10, 1988, through June 30, 2005, unless changed before that date by mutual agreement:~~

- A. **TARDINESS**: (Arrival at the assigned work area any time after scheduled start time.)
1. The first four (4) incidents of tardiness, during any 12-month period, will be free of formal disciplinary action. **Employee counseling may occur.**
 2. The fifth (5th) incident in 12 months will result in an oral reprimand.
 3. The sixth (6th) in 12 months will result in a written reprimand.
 4. The seventh (7th) in 12 months will result in a recommendation of suspension.
 5. The next and last in 12 months could result in termination.

Any tardiness beyond the fourth (4th) incident that is proven to be due to circumstance(s) beyond the employee's control, such as a road closure, will not count as grounds for disciplinary action.

For pay purposes, tardiness is charged as follows:

<u>TARDY</u>	<u>CHARGE</u>
0 - 7 minutes	0.00
8 - 22 minutes	0.25 hour
23 - 37 minutes	0.50 hour
38 - 52 minutes	0.75 hour
53 - 67 minutes	1

B. **ATTENDANCE:**

1. You may be required to furnish a doctor's statement per Article 21.02(c) of the Collective Bargaining Agreement for absences due to illness.

2. Any documented abuse of sick leave, leave, or excessive absenteeism could result in the following:

a. First – Counseling

b. Second - Referral to the employee assistance program if the problem continues.

c. Last - Progressive disciplinary action up to and including termination if the problem still exists after steps (a) and (b).

3. Any request for leave to go the doctor, dentist, a business appointment, personal leave, etc., must be scheduled in advance, i.e., given to the lead person and a leave slip signed by the foreman on the shift on the day prior to the leave is being requested, except for becoming ill or injured on the job or any other bona fide emergency. Employees must call in any absence due to illness thirty (30) minutes prior to your start time in accordance with Article 21.02(b) of the Collective Bargaining Agreement

C. **NO CALL - NO SHOW:**

This will be processed through the regular disciplinary procedures.

~~If this policy is agreeable to the Union, please so signify by signing below and returning the original to me. Thank you for your cooperation.~~

AGREED: _____ **AGREED:** _____

Eric Tollefsen _____ **Eric Wasserman**
Executive Director/Human Resources _____ **Business Representative**
Anchorage School District _____ **Teamsters Local 959**

APPENDIX III
RECLASSIFICATION

The parties agree to the following terms regarding the reclassification of those employees routinely performing duties of a higher classification.

An employee may apply at their discretion for an upgrade to a higher classification to the appropriate Director of the work unit when:

- a. **the employee is routinely performing the full duties of the higher level classification and;**
- b. **the employee has been in the position within the work unit for not less than five years and;**
- c. **the employee possesses all the necessary licenses, certifications and qualifications for the higher level positions.**

~~MEMORANDUM OF UNDERSTANDING
BETWEEN
ANCHORAGE SCHOOL DISTRICT
AND
GENERAL TEAMSTERS LOCAL 959~~

APPENDIX IV

Apprenticeship Program

A. **PURPOSE:**

1. The Physical Plant Department of the Anchorage School District, in cooperation with Teamsters Local 959, hereby voluntarily enters into the implementation of the apprenticeship program under the auspices of the U.S. Department of Labor, Maintenance Repairer Apprenticeship Program.

2. The Anchorage School District and International Brotherhood of Teamsters clearly recognize that well-maintained school facilities have a direct impact upon the overall success of the students who utilize them. It is for this reason that Labor and Management have joined together as partners in an effort to provide a healthy, safe learning environment for students, faculty, staff, and citizens of Anchorage who occupy our schools.

B. **OVERSIGHT COMMITTEE:**

1. Committee to be comprised of six (6) members, three (3) from ASD Management, three (3) from the Teamsters.

a. The ~~Executive Director of Physical Plant~~ **Maintenance** will hold a permanent seat on the committee and will appoint the two (2) additional ASD seats at his direction.

b. The Teamster Business Agent to ASD will hold a permanent seat on the committee and will appoint the two (2) additional bargaining unit seats at his discretion.

2. Day to day administration of the program will fall under the authority of the ~~Executive Director of Physical Plant~~ **Maintenance** or his designee.

3. Oversight Committee will be responsible for the overall administration of the Apprenticeship Program. Duties will include:

a. Development or change of policies and procedures that do not conflict with ASD Board Policy or established administrative procedures, collective bargaining agreements, or any tenets of the Federal Apprenticeship Program.

b. In the event of a tie vote, the toss of a coin will determine outcome.

3. Oversight Committee will be responsible for selection and advancement of apprentices. Responsibility for disciplinary action, up to and including termination from the apprenticeship program, will remain a management (District) responsibility. The committee will also serve as an appeal board for apprentice concerns. Challenges to disciplinary action, including termination from the program, will utilize the grievance procedure of the Collective Bargaining Agreement.

C. **APPRENTICE SELECTION PROCESS:**

1. Applicants will be drawn from the existing maintenance staff on a voluntary/seniority basis, or be dispatched through the Union hiring hall. New hires will be selected as follows:

2. The Oversight Committee will review new hire applicants and individually score them based upon the following criteria. Each category will have a weight of ten points. The combined total of Oversight Committee points awarded to each applicant will be used to determine acceptance.

3. Scored Criteria.

- a. Past Performance Evaluations
- b. Qualifications
- c. Work History
- d. Interview
- e. Personal Goals
- f. References

D. TRAINING AND ADVANCEMENT:

1. Apprentices shall be evaluated after 360 work hours. If their attendance, punctuality, or performance is judged by the District to be less than satisfactory, they can be dismissed from the program.
 - a. Employees transferring in from another ASD Maintenance work unit may return to their former work unit within the first 360 work hours. All training materials must be returned to the Oversight Committee prior to returning to their original position.
 - b. New employees whose performance is judged to be unsatisfactory will be dismissed from District employment.

2. Employees transferring in from another ASD Maintenance work unit, that remain beyond the 360 hour probationary period, are expected to remain in the General Maintenance Unit for a minimum of four (4) years, following completion of the apprentice program.
 - a. If existing employees are competing for a limited number of positions within the apprenticeship program, selections shall be made on the basis of bargaining unit seniority, provided the employee has not been declared ineligible for promotion on their most recent performance evaluation. If they are tied in terms of Bargaining Unit seniority, a coin toss will determine selection.
 - b. Existing maintenance employees transferring into the General Maintenance Unit will be allowed credit for work experience. If they possess a journey card in a specific trade, full credit can be given for that trade area. If they do not possess journey skills, but have documented experience in a given trade, credit can be given for hours worked. However, written course work will still need to be completed for that area. The Oversight Committee will determine the level of credit granted.

3. Apprentices will be expected to successfully complete the written course material selected by the Oversight Committee through a Seward Skill Center, and successfully complete 8,000 hours of on-the-job training prior to licensure as a journeyman. The minimum acceptable score on the written examinations will be 70%.

- a. Training will consist of four (4) two-thousand hour work segments. Each work segment will consist of a minimum of 144 hours of written course work.
 - b. Each segment must be successfully completed as determined by the Oversight Committee, prior to advancement, under the terms of the Collective Bargaining Agreement.
 - c. Expected program completion time will be within four (4) calendar years.
 - d. Course work to be provided through the Seward Skill Center and will consist of lesson plans for HVAC One (150 hours), Carpentry One (150 hours), Plumbing One (150 hours), and Electrical One (188 hours).
 - e. Apprentices will be assigned to complete their on-the-job training under the direction of a journeyman craftsperson at a ratio of one to one.
 - f. New employees entering the apprenticeship program will not be allowed credit for past work experience. They will be required to complete the entire program.
4. Apprentice schedules will vary depending upon the specific area of study currently being assigned, and the shift of the journeyman to whom they are assigned. Shift changes will be in accord with the current Collective Bargaining Agreement, but may be adjusted by mutual consent.
5. If course work and job training are not satisfactorily completed, new apprentices will be dropped from the program and terminated. Employees transferring into the program from other work units will be allowed to return to the next vacancy in any unit for which they are qualified. However, cross unit transfers will be in accord with existing Collective Bargaining Agreement.
6. Seniority of those placed into the work unit within thirty (3) work days of the positing of the initial position vacancy announcement following the implementation of this agreement, will be determined by bargaining unit seniority. Thereafter, work unit seniority will be established from date of entry into the work unit. That date shall be the effective date for admission into the apprenticeship program.

E. COURSE COMPLETION:

1. The Oversight Committee will determine whether the apprentice has successfully completed all requirements of the program.
2. The Oversight Committee will make recommendation to the Federal Department of Labor that the apprentice has successfully completed all required training, and request journeyman certification be awarded.
3. Program graduates, journeymen, will be assigned to the Maintenance Department General Maintenance Unit for a minimum period of one (1) year for every year served in the apprenticeship program before requests to transfer into other units will be accepted.

AGREED: _____ **AGREED:** _____

By _____ **By** _____
_____ **Eric Wasserman, for the Union** _____ **Eric Tollefsen, for the District**

Date _____ **Date** _____

APPENDIX V

SUBSTANCE ABUSE POLICY

The Anchorage School District, ("District") seeks to minimize safety related on-the-job accidents by employees and visitors through a District-wide substance abuse policy. This means that anyone on the premises of any District facility or operating equipment owned or leased by the District regardless of location is expected to be free of any mood-altering substance, whether legal or illegal, that can negatively affect job performance or risk the health and safety of employee or the general community.

It is the firm position of the District that alcoholic beverages or drugs are not to be brought on the District property nor consumed there at any time, except as prescribed in writing by a licensed physician. The sale, purchase, transfer, use or possession of alcoholic beverages or non-prescription drugs on District property is illegal. Violators are subject to disciplinary action to include summary discharge and appropriate law enforcement officials will be notified when deemed appropriate by local management.

The District voluntarily supports getting help for individuals with substance abuse problems and has made available an Employee Assistance Program ("EAP") to help do so. However, employees impaired at work risk termination. It is the intent of this policy to encourage and support employee recovery from substance abuse through the Employee Assistance Program, and the District will vigorously pursue the purpose of this policy.

ARTICLE I TESTING OBJECTIVES

Section 1 A drug is defined as any substance which may impair mental or motor function, including, but not limited to, illegal drugs, controlled substances, designer drugs, synthetic drugs and look-alike drugs.

Section 2 The use of drugs which are lawfully obtained and properly used shall be permitted provided their use does not interfere with the individual's proper and safe work performance.

Section 3 The District will be responsible for all costs incurred for testing and evaluation required by this Policy.

Section 4 The District will provide training of no less than one (1) hour duration by an entity agreed to by the Union of its supervisors in recognizing the signs and symptoms of drug abuse, and an additional one (1) hour of training in recognizing the signs and symptoms of alcohol abuse.

ARTICLE II

PROBABLE SUSPICION, POST-ACCIDENT, AND RANDOM TESTING

Section 1 Probable suspicion means suspicion based on specific personal observations that a District representative can describe concerning the appearance, behavior, speech, and breath odor of the employee. Probable suspicion must be documented at or near the time of observation on the Impaired Behavior Report Form that is attached to this Policy. Observation shall be by two (2) supervisors trained in the detection of probable drug use and alcohol misuse by observing behavior. If observation by two (2) supervisors is unfeasible, observation shall be by two (2) individuals if possible, one of whom must be a supervisor trained in the detection of probable drug use and alcohol misuse by observing behavior. Being in an accident does not, in and of itself, constitute cause for testing. Being in an accident may be considered, along with the circumstances of the accident and the supervisor's personal observations of the employee's appearance, behavior, speech, and breath odor, to establish probable suspicion. Probable suspicion will subject the affected employee to testing as outlined in this policy.

Section 2 Employees will be subject to post-accident testing without a finding of probable suspicion only if the employee is involved in an "accident" as defined in Section 390.5 of the Federal Motor Carrier Safety Regulations and has received a citation for a moving traffic violation in connection with the reportable accident. Urine samples for post-accident drug testing must be obtained within thirty-two (32) hours of the accident. Breath samples must be obtained within eight (8) hours of the accident. An employee who is directed to undergo a post accident test for drugs and/or alcohol must report for testing as soon as possible after the accident. NOTE: Employees are forbidden to drink alcohol within eight (8) hours after an accident unless they have already submitted to post-accident testing for the accident, or the Employer has determined they were not at fault.

Section 3 Employees will be subject to random drug and alcohol testing only to the extent required by applicable federal regulations. Pursuant to current regulations the Employer will randomly drug test its employees who are performing functions for which a Commercial Drivers license ("CDL drivers) is required at an annual rate sufficient to equal 50% of its total number of CDL drivers. The Employer may choose any reasonable method of randomly selecting employees to be tested, but must retain records regarding the method used and employees selected and must provide that information to the Union upon request. Pursuant to current regulations, the Employer will conduct random alcohol testing at any annual rate sufficient to equal 25% of its total number of CDL drivers.

Section 4 An employee consenting to drug testing will be transported to the hospital or laboratory by the District, or at District expense. If alcohol testing on other than a random basis is conducted away from the employee's work site, the employee consenting to alcohol testing will be transported by the District, or at District expense, to the location of such testing. After a non-random test is completed, the employee will be transported by the District, or at District expense, to his/her residence, or, if appropriate, back to the workplace.

An employee subjected to random testing shall be paid for all time required for travel to and from testing, and for time at the testing location, regardless of the outcome of the test.

Section 5 If the test results are negative, the employee will immediately be reinstated in his/her previous position with full back pay for any time lost for transportation to testing, testing, and awaiting test results, based on the employee's regular work schedule, and no further action will be taken.

Section 6 Should the results be negative for drugs, but positive for alcohol at a level of at least .02, but less than .04, the employee shall be held out of driving for twenty-four (24) hours beginning from the time the test was requested, and shall be required to test at or below the .02 level before returning to duty. The employee shall be assigned to non-driving duties, if possible, during that twenty-four (24) hour period. An employee who has tested at or above the .02 level, but below the .04 level, and who tests at or above the .02 level in a second occasion, shall be subject to the same treatment as an employee testing at or above the .04 level.

Section 7 Should the test results be positive for drugs or positive for alcohol at or above the .04 level, the employee shall not be permitted to return to work until the employee has been evaluated by a Substance Abuse Professional ("SAP"), approved by the Union and the Employer. If the SAP recommends treatment that prevents the employee from working, or requires that the employee be held out of service while the treatment is pursued, the employee will be placed on medical leave without pay, except sick leave, vacation, and disability, if available, until the SAP authorizes the employee's return to work. Subsequent reinstatement will be without loss of seniority. Any employee testing positive will be permitted to return to work only if the employee has signed the "Agreement for Continuation of Employment," a copy of which is attached to this policy.

The District shall be required to apply the rehabilitation provisions of this Agreement to an employee on only one occasion. Positive drug or alcohol tests thereafter may result in immediate termination.

Section 8 Under no circumstances will the District or the Union be informed beyond a negative or positive outcome of any drug or alcohol testing conducted, unless a grievance is filed. In which case, all relevant information regarding the test results, testing methods and chain of custody will be provided to both the Union and the District upon receipt of a release by the employee. If the employee requests the presence of a Union representative at the time of alcohol breath testing, the Union representative shall be entitled to observe the testing procedure and observe the result displayed on the breath testing device.

Section 9 Any employee with an alcohol and/or drug dependency problem who identifies themselves prior to a positive substance test, shall be permitted, and is encouraged, to take leave of absence for the purpose of undergoing an approved program for treatment of a dependency problem. The leave of absence must be requested in writing from the Director of Transportation, Director of Maintenance, or Warehouse Coordinator, as required. Leave of absence under this Section shall be

granted on a one-time basis and shall be for a maximum of thirty (30) days, unless extended by mutual agreement of the District, the employee, and the Union. The District shall notify the applicable collective bargaining agent of any leaves of absence applied for under this provision.

ARTICLE III CONSENT PROCEDURES

Section 1 The District shall inform the employee that he/she is subject to testing and will state whether the testing is probable suspicion, post-accident, or random testing.

Section 2 If the testing is for probable suspicion, the District shall give the employee a copy of the Impaired Behavior Report prepared pursuant to Article II, Section 1. Both of the observing witnesses shall complete an Impaired Behavior Report form. The Union representative shall not be required to complete the form. In completing the Impaired Behavior Report form, the witnesses shall be as accurate and detailed as possible recording their observations of the employee's behavior which led to their decision to require a test. The District shall explain that because of the observation of the employee's behavior, it is necessary to verify the employee's physical capability at that point in time.

Section 3 In each and every case, the District shall read the applicable Drug Screen Consent form and/or Breath Alcohol Testing Consent form to the employee prior to obtaining the employee's signature authorizing the test and release of positive or negative test results. No changes are to be made on the Consent forms.

If the employee refuses promptly to take the test or sign the requested Consent form, the District shall:

1. Make it clear to the employee that the request to sign the form and to take the test is a direct order:
2. Ask the employee if he/she understands the order. If the employee responds that he/she does not understand the order, the supervisor shall explain the order again.
3. Explain to the employee that failure to comply with the order will result in the employee being treated as having tested positive for the substance or substances for which testing was requested, and will subject the employee to being taken out of service and subjected to employee evaluation pursuant to Article II, Section 7.

Section 4 The District shall use best efforts to immediately notify the Union if the employee requests the presence of a Union representative at the time of the urine collection or breath testing, or at the time of the request for testing. Urine collection and breath testing shall be delayed for no more than one (1) hour from the time of the first request in order to permit a Union representative to reach the location.

ARTICLE IV TESTING PROCEDURES

Section 1 Both drug and alcohol testing will be exclusively by the procedures provided in 49 CFR, Part 40.

Section 2 For drug testing, the specimen collection facility and testing laboratory shall follow the split sample procedure in 49 CFR, §40.25(f) (10) (ii).

Section 3 The District shall utilize a Medical Review Officer ("MRO") as required by the DOT procedures. The Employer shall, upon request, provide the Union with the identity of the MRO, and with evidence of the MRO's training in substance abuse diagnosis and treatment.

Section 4 In the event of a positive drug test result, the MRO shall notify the employee of the employee's right to have the MRO direct a retest of the split specimen at another DHHS certified laboratory. If such second test does not confirm the presence of the drug metabolites found in the primary specimen, the MRO shall cancel the test, as required by 49 CFR, § 40.33 (f).

Section 5 Testing not performed in compliance with this Policy and with applicable DOT/FHWA regulations shall not constitute a valid basis for discipline. An employee shall have the right to use the grievance/arbitration procedure to challenge any aspect of the testing procedures.

Section 6 Any employee who successfully challenges a positive result test shall be reimbursed for reasonable costs associated with challenging the test.

Section 7 The District reserves the right to require additional safeguards that serve the best interests of the employee or the Program, subject to the agreement of the Union.

ARTICLE V HOLD HARMLESS

The District shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise out of the District's application of this Substance Abuse Program.

ARTICLE VI NEW APPLICANTS

In addition to the above-described testing for probable suspicion, the District will test all job applicants who are subject to DOT drug and alcohol testing requirements, prior to hiring them. Such testing will comply with the applicable Department of Transportation procedures. (49 CFR, §382.301) Upon request, applicants shall be notified of their test results.

**ARTICLE VII
MANDATED FEDERAL REQUIREMENTS**

The Employer shall conduct alcohol and drug testing only to the extent required by federal or state statutes, regulations or rules. Should the federal or state government require more extensive testing than is covered by the policy, the District will negotiate with the Union prior to the implementation of any such testing, and if such testing is implemented, shall apply the provisions of Article II, Sections 6 and 7.

~~TEAMSTERS UNION LOCAL NO. 959
OF THE INTERNATIONAL BROTHER-
HOOD OF TEAMSTERS~~ _____ ~~ANCHORAGE SCHOOL DISTRICT~~

By _____	By _____
Eric Wasserman	Eric Tollefsen
Business Representative	Executive Director/Human Resources

DRUG SCREEN CONSENT

Employee Name:

Date:

Name of Management Representative Requesting Exam:

Name of Management Representative Accompanying Employee:

Medical Consent: I consent to the collection and testing of urine samples by the hospital/laboratory staff as requested by the District to determine the presence of drugs, pursuant to applicable DOT/FHWA regulations.

Authorization to Release Information: I authorize the hospital laboratory to release test results only to the District's Medical Review Officer. I authorize the Medical Review Officer to release a statement that the test result is positive or negative only to the District, attention (insert name): _____

_____.

I understand that a positive test result may be grounds for termination, subject to the terms of the District's Substance Abuse Policy.

Employee's Signature

Date

Management Representative Signature

Date

Management Representative (Print Name)

AGREEMENT FOR CONTINUATION OF EMPLOYMENT

This Agreement is entered into by and between the Anchorage School District ("District"), Teamsters Local Union No. 959 ("Union"), and

("Employee"). The District is committed to providing channels of assistance for employees seeking rehabilitation. However, the Employee seeking rehabilitation must be committed in his/her efforts to remain drug and/or alcohol free. Therefore, as part of the Employee's commitment to remain free of drug and/or alcohol use it is understood that the Employee's continuation of employment by the District is based upon and constrained by the following terms:

1. The Employee must submit to evaluation of potential drug or alcohol problems by a recognized and certified Substance Abuse Professional ("SAP") selected from the attached list or agreed to by the Union and Employer. This evaluation should be completed within one week from the date of this document.
2. The Employee must agree to participate in all rehabilitation treatment recommended by the SAP.
3. The Employee must authorize the SAP to provide a copy of the SAP's recommendations to the District.
4. The Employee may return to driving duties only when the SAP concludes that the Employee is in compliance with the SAP's treatment recommendations, if any, and the Employee has tested negative for alcohol and/or drugs, as required by the SAP.
5. The SAP will closely monitor the Employee's compliance with the SAP's recommendations. Failure of the Employee to adhere to the program of treatment recommended by the SAP will subject the Employee to disciplinary action by the District, up to and including discharge.
6. The Employee, the District and the Union mutually agree that the Employee's continuation of employment for the next twelve (12) months or during the term of any recommended treatment, should it extend beyond twelve (12) months, is contingent upon the Employee's satisfactorily meeting all of the terms outlined in this Agreement, and that failure to do so may subject the Employee to immediate discipline up to and including discharge.
7. During the twelve (12) month period or such period of rehabilitation treatment as outlined by the SAP, should it be longer, the District will test the Employee for alcohol and/or drug use, as directed by the SAP, on an unannounced basis. There shall be no fewer and no more than six (6) such unannounced tests for alcohol during this period, unless the SAP specifically recommends a higher number. Unannounced tests for drugs shall not exceed four (4) such unannounced tests during this twelve (12) month period. However, such unannounced tests are in addition to any tests that may be necessitated on a reasonable suspicion or random basis as part of the District's Substance Abuse

Program or any tests performed by the treatment center as part of its program to monitor compliance with its treatment program. The Employee will be subject to disciplinary action up to and including discharge if the Employee refuses to submit to testing or if the Employee tests positive for drugs or alcohol during this period.

8. If the Employee successfully completes treatment, and has no positive drug and/or alcohol tests within twelve (12) months, the initial positive test shall not be used in any future discipline or personnel action unless it relates to substance abuse.

At the District's discretion, the Employee understands that if the Employee does not meet the above terms of this Agreement, in lieu of discipline and/or termination, the District may require the Employee to submit to in-patient care for rehabilitation and to agree to a renewal of this Agreement for an additional twelve (12) month period thereafter.

This Agreement is voluntarily entered into by all parties in consideration for continuation of the Employee's employment.

Dated this ____ day of _____, 20__.

THE DISTRICT:

By _____
Its _____

THE UNION:

By _____
Its _____

THE EMPLOYEE:

IMPAIRED BEHAVIOR REPORT

At the time of requesting a Drug and/or Alcohol Test, any Management Representatives who have observed the Employee and participated in the decision to test must complete this form. Please describe the behavior or reported behavior that causes you to suspect _____ is impaired by (check one or both) _____ alcohol, _____ drugs.

Speech:

Dexterity:

Standing/Walking:

Judgement/Decision Making:

Appearance (eyes, clothing, etc.):

Supervisor: _____

Witness: _____

Date: _____ Time: _____