

ANCHORAGE SCHOOL DISTRICT  
ANCHORAGE, ALASKA

ASD MEMORANDUM #325 (2005-2006)

May 22, 2006

TO: SCHOOL BOARD

FROM: OFFICE OF THE SUPERINTENDENT

SUBJECT: ADOPTION OF TENTATIVE AGREEMENT: PUBLIC EMPLOYEES LOCAL 71 (AFL-CIO) REPRESENTING CUSTODIANS AND BUILDING PLANT OPERATORS, 2006-2009

ASD Goal: *Establish and maintain a supportive and effective learning environment by continuing to retain, recruit and train highly qualified staff with an emphasis on improving staff diversity to better reflect our student body.*

RECOMMENDATION:

It is the Administration's recommendation that the School Board approve and adopt the Collective Bargaining Agreement between the District and Public Employees Local 71, which will establish terms and conditions of employment for individuals in this unit during the period between July 1, 2006 and June 30, 2009.

PERTINENT FACTS:

The current Agreement with Local 71 was not due to expire until June 30, 2007. However, the District was approached by Union leaders to explore possible interest in extending the Agreement through June 30, 2009. The District and the Union began meeting in April, 2006 and a Tentative Agreement was reached on May 3, 2006. The membership voted to ratify the Agreement on May 13, 2006.

The Agreement provides for an extension of the current agreement for two years. Wages during the first year of the agreement remain unchanged from those previously negotiated. Wages in the second and third years of the agreement increase approximately 2% in each year. The District will retain the contribution to the health insurance premium at \$700 per month for 2006-2007, and will increase its contribution to \$775 per month for 2007-2008, and \$850 per month for 2008-2009.

CC/ET

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

Attachment

PROPOSAL FOR A  
COLLECTIVE  
BARGAINING AGREEMENT

by and between

The Anchorage School District

and

Public Employees Local 71  
AFL-CIO  
Representing Custodians and  
Building Plant Operators

~~July 1, 2004 through June 30, 2007~~  
July 1, 2006 through June 30, 2009

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**ARTICLE I  
PREAMBLE**

The parties to this Agreement are the Anchorage School District, hereinafter referred to as the "District", and Public Employees Local 71, AFL-CIO, hereinafter referred to as the "Union". The District recognizes the Union as the sole and exclusive bargaining representative for the employees working within the job titles described in Article XVI for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment. The District and the Union agree that the establishment of fair and reasonable compensation and working conditions for Bargaining Unit employees of the District is the primary purpose of this negotiated Agreement.

**ARTICLE II  
NO STRIKE OR LOCKOUT PLEDGE**

**Section 1. No Strike Pledge**

The Union agrees that during the life of this Agreement, its agents, or its members shall not authorize, instigate, aid, or engage in any work stoppage, slowdown, sick-out, refusal to work, picketing, or strike against the District. If, during the life of this Agreement, the employees, for whatever reason engage in the aforementioned provisions, the Union shall immediately publicly order the striking employees to discontinue such action through the local media. Failure of the Union to take such action shall be subject to enforcement by the ordinary process of law.

**Section 2. No Lockout Pledge**

The District agrees that during the life of this Agreement there shall be no lockout. If during the life of this Agreement the District engages in a lockout, the District shall be subject to enforcement by the ordinary process of law.

**Section 3. Strikes By Other Units**

Should the District experience a work stoppage, slowdown, sick-out, or strike by other organizations or employees outside this bargaining unit, it shall not be a violation of this Agreement nor shall it be cause for disciplinary action or discharge, if any employee under this Agreement refuses to perform services outside of the job titles covered by this Agreement.

**ARTICLE III  
NON-DISCRIMINATION**

The Union and the District agree to comply with all state and federal laws, rules or regulations prohibiting discrimination against any person with regard to employment because of race, color, religion, physical disability, sex, national origin, age, marital status, change in marital status, pregnancy, or parenthood. This prohibition relates to hiring, placement, transfer, promotion, upgrading, recruitment, advertisement, layoff, termination, and all other kinds of employment.

Employees have the right to use the District's internal discrimination complaint procedure or file with an external agency to resolve any disputes that may arise from this section. This Article is not subject to the grievance procedure.

**ARTICLE IV  
MANAGEMENT RIGHTS**

The District retains the right to issue rules and regulations governing the internal conduct of the District's organization. The District has and will retain the exclusive right and power to manage and control its business and direct the working forces, including but not limited to the right to recruit, hire, classify, grade, promote, transfer, reassign and for just cause lay-off, discharge, discipline, suspend or demote its employees in a manner not in conflict with the provisions of this Agreement. The District has the right and responsibility to combat absenteeism, waste and inefficiency, to improve the quality of workmanship, and to maintain and promote productivity. In matters not specifically covered by language within the Agreement, the District shall have the clear right to make decisions in such areas.

**ARTICLE V  
UNION SECURITY**

**Section 1. Union Membership**

Employees coming under the terms of this Agreement shall, as a condition of employment, make application to join the Union or make the uniformly required payments within 31 calendar days following the employment date or within 31 calendar days following the date of signing of this Agreement, whichever is later, and must

maintain membership in good standing for the life of this Agreement and any renewal thereof. Membership means to tender the initiation fees and the periodic dues or fees uniformly required as a condition of acquiring or retaining membership in the Union. The tender of initiation fees and periodic dues and assessments uniformly required as a condition of retaining Union membership shall constitute good standing in the Union for the purpose of this paragraph. If the Union fails to admit such an employee to the Union membership, this shall not be cause for dismissal. If an employee fails to meet the aforementioned conditions of employment, the District shall notify the employee that failure to meet the Union Security conditions will result in the District terminating the employee effective 10 working days after receipt of written notice from the Union.

## **Section 2. Union Activities**

The District shall not in any manner directly or indirectly attempt to interfere between an employee and the Union, and shall not in any manner restrain or attempt to restrain an employee from belonging to the Union or from taking an active part in Union affairs, and shall not discriminate against an employee because of lawful Union activity.

## **Section 3. Religious Objections to Union Membership**

Objections by an employee to joining the Union that are based on bona fide religious tenets, or teachings of a church or religious body of which an employee is a member, shall be observed. Such an employee shall pay an amount equal to regular Union dues, fees and assessments, to a non-religious charity or to another charitable organization mutually agreed upon by the employee, the District, and the Union. The employee shall furnish written proof to the District and the Union that such payment has been made.

## **Section 4. Dues Deductions**

The District shall deduct from the paycheck of each employee who so authorizes, on an authorization form provided by the Union, the regular Union dues, fees, and contributions. Authorized dues, fees, and contributions shall be withheld from the first pay period of each month and shall be transmitted monthly, at a time convenient to the District, but no later than the last day of the month, to the Union on behalf of the employee involved.

## **Section 5. Initiation Fee**

Initiation fees will be deducted in three equal amounts during the first three full pay periods worked by the employee.

## Section 6. Hiring Facilities

The Union will maintain a hiring hall to solicit qualified workers, both Union and non-Union, in order to fill necessary requisitions for workers. The employer will call upon the Union to furnish qualified workers it may require in the job titles 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 for applicants. The Union shall be given forty-eight (48) hours to supply a minimum of two (2) qualified applicants to consider for each position requested up to five (5) positions. Requests placed for more than five (5) positions at one time shall be filled within five (5) business days of receipt of the request.
- b. The request for applicants, which may be faxed, submitted in person, sent by registered mail or phoned in, shall specify the number of positions required and the scheduled work hours of the positions requested. Job calls for applicants to the Union from the Operations Department will be made after 1:00 PM and be followed up in writing.
- c. The Union will notify the Operations Department as soon as it is known that there are no qualified applicants.
- d. Applicants referred by the Union must make contact with the Operations Department within one (1) business day of referral. Failure to make contact within one (1) business day may result in rejection of the referred applicant.
- e. After forty-eight (48) hours or five (5) business days, as applicable, exclusive of weekends and holidays, the District may procure applicants from other sources provided that in such instances, the District shall require each new employee to physically report to the Union Hiring Hall prior to beginning work to obtain a dispatch slip.
- f. 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, policies, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements.
- g. The District retains the right to reject any job applicant referred by the Union. The District agrees to notify the Union in writing of the reason for rejection.
- h. The Union will not discriminate against non-Union workers in referring workers to the District, and the District will not discriminate against Union workers in selecting job applicants referred to it by the Union.
- i. The Union and the District agree to post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functions of these hiring arrangements.

**ARTICLE VI**  
**SHOP STEWARD: FUNCTION**

**Section 1. Shop Stewards**

The District shall recognize Union-designated Shop Stewards. The Union shall notify the District in writing as to the identity of the Shop Stewards. Shop Stewards shall make every effort in cooperation with the District to correct violations and infractions of this Agreement by either the employees or the District. A Shop Steward, upon request made to the immediate supervisor shall be given reasonable amounts of time during working hours and without loss of pay to handle grievances pertaining to the area of appointment, distribute Union literature, and to post notices. Excessive uses of time by Shop Stewards shall be called to the Union's attention for appropriate action. Shop Stewards shall not be terminated for any cause until the District Administration and the Business Representative for the Union have completed an investigation into the alleged cause for termination prior to proceeding to the grievance procedure.

**Section 2. Authorized Agents**

The Union shall have representatives who are not District employees who shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit any work area at any time during the employees' working hours. The District shall be notified prior to such visits by the Union Representative.

**Section 3. Mail Distribution**

The Union shall be responsible for delivering Union material to the facility where the employee works. The Union shall address all communications to a particular individual. The Shop Steward shall be responsible for distribution. The Union may also utilize the electronic mail system for the purpose of conducting regular business with the management of the District.

**Section 4. Bulletin Boards**

The District will provide bulletin boards for the use of the Union to post official Union literature, District working rules, and District notices. Bulletin boards will be in an area where employees normally take their lunch breaks, or in the time clock area used by the employees.

## **ARTICLE VII SAFETY AND LIABILITY**

### **Section 1. Tools and Equipment**

The District shall provide all required tools and equipment except as otherwise mutually agreed upon by the Union and the District. Each employee shall be responsible to account for the tools, protective clothing, equipment, and keys so supplied, ordinary wear and tear excepted. Protective clothing that becomes damaged or stolen through the employee's proven negligence or deliberate act shall be replaced or paid for by the employee. No employee shall be discriminated against in any manner because of a refusal to operate unsafe equipment. Employees shall turn in faulty equipment condition reports at the first available opportunity. Employees are expected to wear clothing that is appropriate; clothing with printed or graphic representations which depict or endorse inappropriate substances, language or behaviors are not allowed.

### **Section 2. Safety and First Aid Equipment**

Safety devices and first-aid equipment, as may be needed for safety and proper emergency medical treatment, shall be provided for by the District.

### **Section 3. First Aid Training**

Lead Custodians, Building Plant Operators, and Crew Chiefs will be required to obtain and keep current a first-aid card. The District will, during the term of this Agreement, hold a first-aid training program during the employee's regular work shift to enable BPOs, Lead Custodians and Crew Chiefs to obtain first-aid cards. Annually the District shall provide in-service training opportunities for employees to address both District and employee identified safety and training needs.

### **Section 4. Safety Meetings**

A safety program shall be maintained and regular safety meetings for each school shall be scheduled by the District during working hours. The District will schedule area safety meetings and may require employee attendance. Mileage reimbursement shall not be provided for area safety meetings. Building Plant Operators shall serve on their buildings' Safety Committee. Employees shall report safety issues to the immediate supervisor and Building Plant Operator.

**ARTICLE VIII  
DISCIPLINE & DISCHARGE**

**Section 1. Discipline and Discharge Causes**

The District retains the right to discipline and/or discharge an employee for just cause. The District shall take into consideration, prior to taking disciplinary action and/or discharge, unsatisfactory performance of duties as documented by the District. The following shall be taken under consideration prior to an employee's discharge, suspension, or demotion:

- A. Disciplinary action and discharge shall be administered equitably without discrimination against any one particular employee.
- B. Alternatives available for disciplinary action shall be explored prior to discharging any employee.

The District may discharge an employee for reasons that include, but are not limited to, drunkenness, dishonesty, gross disobedience, abandonment of duties, or unexcused absences of three workdays or more.

**Section 2. Discharge Procedures**

If the District determines to discharge, suspend, or demote an employee, the employee may request that such discharge, suspension, or demotion be tendered in the presence of a Union Representative and/or the Shop Steward. The employee, if available, shall be informed in writing of the actual reason(s) for termination. The District shall send in writing to the Union all demotion and involuntary terminations within two workdays of said action. Disciplinary actions involving discharge, suspension, written reprimands, and demotion, are subject to the grievance provisions of this Agreement.

**Section 3. Discharge of Probationary Employees**

The District reserves the right to reject any new employee at any time within the 90-working day probationary period, if in its sole discretion, the District finds that the person fails to meet the District's standards. Discharge during the probationary period shall not be grievable.

**Section 4. Termination Notification**

Employees shall give the District two weeks notice before leaving employment, unless mutually agreed in advance between the District and the Union. The District shall send a copy of all terminations to the Union within two weeks of the termination.

## ARTICLE IX GRIEVANCE PROCEDURE

### **Section 1. Grievance Definition**

A grievance shall be defined as any controversy or dispute arising between the Union or an employee of the bargaining unit and the Employer. Having a desire to create and maintain labor relations harmony, the parties agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this Agreement, or other controversy or dispute having occasion to arise between the parties. If differences or disputes of any kind arise between the Union or the employee covered herein and the Employer, the Union or the aggrieved employee, as the case may be, shall use the following procedure as the sole means of settling said difference, dispute, or controversy.

### **Section 2. Pre-Grievance Discussion**

The employee, or the Union (as appropriate), shall discuss the complaint verbally with the immediate supervisor, with the Union representative present if so desired. If settled, no further action shall be taken.

### **Section 3. Grievance Levels**

Level One. If not resolved on an informal discussion basis, the grievance shall be reduced to writing, outlining:

- A. The nature of the grievance and circumstances under which it arose;
- B. The remedy or correction the District is requested to make; and
- C. The Section(s) of the Agreement claimed to have been violated.

A grievance must be presented in writing to the immediate supervisor within 10 working days of the occurrence or at the time the employee is made aware of the action, whichever is later, to receive the attention of the Union and the use of this grievance procedure.

The Union Representative and the immediate supervisor will discuss the grievance within five working days of receipt of the grievance. A written Level One response will be prepared within five working days following the discussion and will be sent to the Union.

If a grievance arises as a result of a disciplinary conference, said grievance will be filed at Level Two of this process.

Level Two. If the Union is not satisfied with the disposition of the grievance at Level One, the Union may file the grievance in writing to the Contract Administration Department within five (5) workdays of the Level One decision.

Within ten (10) workdays of the receipt of the written appeal, the Contract Administration Department shall meet with the Union Representative(s) in an effort to resolve the grievance.

The Contract Administration Department shall render a written decision within ten (10) workdays of the Level Two meeting to the Union.

Level Three. Arbitration. Any grievance which involves the application or interpretation of the terms of this Agreement, which is not settled at Level Two may be submitted to arbitration for settlement. A request for arbitration must be received in the Contract Administration Department in writing within 20 working days of receipt of the Level Two response. The parties will meet within 10 working days to select an arbitrator.

#### **Section 4. Arbitration Rules**

- A. The District and the Union will mutually attempt to select an arbitrator. If that is not possible, the District and the Union will jointly select from the names of seven qualified arbitrators recommended by the Federal Mediation Service. Either party may at any time request a new list of arbitrators.
- B. The arbitrator will be selected by the Union and the District by alternately striking from the list one name at a time until only one name remains on the list. The name of the arbitrator remaining on the list shall be accepted by the parties and arbitration scheduled within 15 calendar days unless otherwise mutually agreed to by both parties.
- C. While the dispute is pending, there shall be no strike or lockout that is in any manner related to this grievance. The authority of the arbitrator shall be limited to questions directly involving the interpretation or application of specific provisions of this Agreement, and no other matter shall be subject to arbitration. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement.
- D. The arbitrator shall render a decision within 30 calendar days following the final day of the arbitration hearing unless mutually agreed to by both parties. The decision of the arbitrator shall be binding on both parties.
- E. Expenses incident to the services of the arbitrator shall be borne by the losing party. If settlement is reached prior to, or during arbitration, the cost of arbitration to that point shall be shared equally.

## **Section 5. Grievance Timelines**

Timelines for grievances may be extended by mutual agreement of both parties.

# **ARTICLE X WORKING CONDITIONS**

## **Section 1. Payday and Paychecks**

Employees shall be paid on a regular bi-weekly payday. If a regular payday falls on a holiday, the last working day before the holiday shall be considered the payday. Deductions, except deferred compensation, shall be itemized on paychecks, which shall include the number of straight-time hours, overtime hours, dues deductions, and basic wage per hour. Employees who wish to pick up checks at the Operations Office shall so designate in writing. Employees will be allowed one (1) change of designation per school year as to where they pick up their paychecks. It is the District's intent to provide the opportunity for direct deposit of paychecks; if some adjustments in payroll timelines and procedures are required, thirty (30) days prior notice will be provided. In any event, employees will continue to be paid bi-weekly.

## **Section 2. Pay Shortages**

Proven pay shortages of \$75 or less shall be corrected within five working days of notification to the Operations Department. An employee will have the option of having the pay shortage adjusted within five working days or having the adjustment made on the next regular bi-weekly payday. In the event the requested adjustment is not made within five working days, the employee shall be entitled to a \$50 penalty. Proven shortages greater than \$75 shall be adjusted within five working days. Overtime worked on the Friday, Saturday, and Sunday immediately prior to the Friday payday will be on that payday. No penalty shall be assigned when checks are prepared to cover an emergency or-shortages and/or not picked up from payroll in a timely fashion.

## **Section 3. Pay Upon Termination**

When an employee is terminated by the employer, the employee's wages, including longevity earnings to time of termination, shall be paid within 72 hours. When the employee terminates their employment, the employee wages will be paid on the next regular bi-weekly payday.

#### **Section 4. Temporary Wage Adjustments**

No employee may perform duties of a higher job title unless directed by the proper authority. When so directed, the employee shall be paid at the rate of such job title for the time spent performing those duties. In the absence of a High School Supervisor, the senior custodian assigned to the school will assume the supervisory duties and shall be paid at the J-0 rate.

#### **Section 5. Probationary Employees**

A new employee shall be probationary for the first 90 working days. This period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of the new employee to the position, and for dismissing, if necessary, the employee whose performance does not meet the required job standards. At any time during the probationary period an employee whose performance does not meet the required job standards may be dismissed.

#### **Section 6. Substitute Custodians (S-0/R-0 Job Titles)**

The Substitute Custodian (S-0 Job Title) is the entry-level position into the bargaining unit. Regular bargaining unit employees will be hired from among the Substitute Custodians as positions become available.

- A. Custodians hired in the S-0 job title (Substitute Custodian) will remain in that job title during the 90 workday probationary period. After 90 workdays substitute employees shall be designated as R-0. Those occupying R-0 positions shall be regular employees and shall receive all benefits of a regular employee. Employees may remain in the R-0 job title (Rover) for no longer than one year, unless there is no vacancy at the end of the one-year period for the employee to be promoted into. If there is no vacancy available in the regular bargaining unit at the end of one year, the period of time in the job title may be extended by mutual agreement until a vacancy occurs.
- B. S-0 employees will not work overtime.
- C. S-0 employees will not be allowed to substitute at higher than the J-3 range, except in emergency situations beyond the District's immediate control.
- D. Upon successful completion of the probationary period, the date of hire and seniority date will date back to the original date of hire as an S-0.
- E. The ninety-first (91<sup>st</sup>) working day of employment when the S-0 becomes a regular employee (R-0) will be the date used as the anniversary date.
- F. There will be no more than ~~21~~ 30 employees working in the combined S-O/R-O job titles at any time.
- G. S-0 employees will not be covered under the District's Health Plan.

## **Section 7. Protection of Employee**

The employee shall not be responsible for stolen or damaged property except in the case of proven negligence or deliberate act. The District shall provide an adequate checking system to protect the District and employee. The Union will cooperate with the District in security problems.

## **Section 8. Examination of Records**

The District shall maintain only one official Personnel File for each employee. An employee shall have the right, upon request of an appointment, to review any or all materials originating subsequent to employment with the District and placed in the employee's official Personnel File. The review of the Personnel File must occur in the presence of a Human Resources Representative.

Upon written authorization from the employee and upon proper advance notice, the Union Representative shall have the right to examine an employee's Personnel File in the presence of a Human Resources Representative. In addition, the Union Representative 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, upon eight (8) working hours notice from the Union to the office where the record is available.

Upon an employee's written request to the Contract Administration Department, letters of warning and reprimand will be removed from the Personnel File after two (2) years, provided that no similar subsequent entries have been made into the file. This opportunity shall not be given in cases of serious misconduct such as suspension, termination or disciplinary demotion.

The District shall provide an employee with a copy of any materials placed in the official Personnel File at the time of placement. An employee shall have the right to respond in writing to any material placed in such file; the response shall become part of the file. Anonymous derogatory materials shall not be placed in the official Personnel File.

## **Section 9. Evaluations**

An evaluation will be completed each year by the District and used as a constructive tool to inform the employee of the strong and/or weak areas concerning job performance. Each employee shall receive a copy of the completed evaluation, which shall be discussed with the employee. The employee shall sign the evaluation and shall be given the opportunity to disagree by checking the "Disagree with Rating" box. If the employee disagrees with the evaluation, written comments by the employee concerning

the method or areas of disagreement are required. A conference with Human Resources regarding the evaluation may be requested with the Shop Steward or Union Representative present.

## **ARTICLE XI WORKING RULES**

### **Section 1. Hours of Work**

The regular workweek shall consist of eight hours per day and 40 hours per week, exclusive of the lunch period, with two consecutive days off. The workweek shall normally be Monday through Friday.

### **Section 2. Starting Time**

Regular starting times shall be established for each operation. Except in emergencies, shift starting times shall not be changed prior to discussing the new starting times with the Union Representative and providing at least five working days notice to affected employees. A building principal may adjust the starting time for the Building Plant Operator (BPO) at their school up to two hours provided the employee is notified of the change prior to the end of the previous shift.

### **Section 3. Lunch Break**

- A. A duty-free lunch break of 30 minutes shall be allowed approximately midway of each shift. An additional lunch period of 30 minutes shall be allowed when an employee works two hours or more past the normal shift.
- B. In the event that an employee works an overtime shift of more than four hours, a 30-minute lunch break will be granted. If the employee is required to stay at the facility, the time shall be considered as time worked and paid at the appropriate overtime rate.

### **Section 4. Rest Periods**

Employees shall be allowed one uninterrupted relief break not to exceed 15 minutes during the first half of the shift and 15 minutes during the second half of the shift. The Union and the District shall mutually agree on reasonable rules governing the taking of such periods as provided herein. When working other than the regular shift, relief periods shall be taken every two hours. Rest periods shall not be used for making up

time nor shall an employee arrive late or leave in lieu of taking the rest period. An employee must remain on the building grounds during the rest period.

### **Section 5. Regular Shift Minimum**

When a regular shift is started, no less than four hours shall be allowed. If more than four hours are worked, then the full shift shall be allowed. Eight hours shall constitute a shift.

### **Section 6. Overtime**

- A. Overtime shall be paid at the rate of one and one-half times the employee's regular wage, for all work over eight hours in one day or 40 hours in one week. Overtime shall be paid at the rate of two times the employee's regular wage for all work on the seventh consecutive working day. An employee working overtime on a sixth or seventh day shall receive a minimum of four hours pay at the appropriate rate.
- B. No work beyond the specified shift will be performed without prior supervisor approval.
- C. An employee scheduled to work overtime at a school event may exercise the option to leave after one (1) hour after calling the Anchorage School District Security Provider and learning that the event has been canceled, or if the participants in the event do not appear. The employee will be paid only for time spent at the school in either case.

### **Section 7. Overtime Rotation**

Overtime assignments are an occasional part of custodial work and shall be a condition of employment. Except for emergencies, the District shall notify employees of overtime requirements at least 24 hours in advance of the expected requirement. Overtime assignments shall be offered to employees qualified to perform the work from a posted rotating seniority duty-station roster. The employee must be in paid status (including union leave) for 40 hours in the week prior to the overtime assignment to be eligible to work overtime on Saturday, Sundays, or holidays. If the employee is off and misses the regular assigned overtime, the employee's name shall go to the end of the rotation list upon return to work. The employee shall accept the overtime assignment or find a replacement from the building staff. If no replacement can be found from the building staff, the employee may find a replacement from another building, providing that employee is acceptable as a replacement to the Operations Department. Employee replacements from other buildings must make all arrangements for orientation, keys, and security access on their own time. If the employee has notified the supervisor who the replacement will be, the replacement will be expected to work the overtime

assignment. Operations shall retain the right to prohibit a workweek of seven consecutive days.

### **Section 8. Show -up Time**

Employees reporting to work and not put to work shall receive four hours pay at their appropriate rate, unless notified not to report at the end of their previous shift or two hours prior to the start of a shift. When the shift is started, four hours shall be allowed. If the second half is started, then a whole shift shall be allowed.

### **Section 9. Standby Time**

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 of the shift shall not be extended to make up the lost time.

### **Section 10. Call Back**

- A. An employee who is notified at home to report back to work because of an emergency may go in, address the emergency, and accept any other calls or emergencies that come in during their four hour call in period. However, an employee may also address the call for which they came in for and opt to leave before four hours, but will only be paid for time worked.
- B. An employee who is notified prior to the end of the regular shift to report early to the next shift will be paid time and one-half for actual hours worked prior to the start of the regular shift. An employee notified at home to report back to work or prior to starting the next regular shift, will receive compensation at one and one-half times the regular rate of pay for actual hours worked, with a minimum of four hours overtime.

### **Section 11. Meetings**

Attendance at official District meetings approved by the Superintendent's designee shall be considered time on duty. Grievance hearings may be held outside the employee's work shift, and in such cases the employee shall be paid for actual time spent in the grievance hearing. No shift minimum shall apply.

### **Section 12. Solitary Work Assignments**

An employee who prefers not to work alone in a building will be transferred on a position available basis to another assignment.

### **Section 13. Supervision**

Supervision shall be provided by the District Operations Department or by a school principal, assistant principal or teacher-in-charge. The District shall provide supervision when three or more employees are employed as a team, or one shall be selected by the District as a working lead and shall be paid at the proper rate. A supervisor may not work at the craft.

### **Section 14. Tests**

Any test administered by the District shall be reviewed with the Union before implementation.

### **Section 15. Personal Vehicles**

Employees shall not be required to haul supplies or transport students in their personal vehicles in the course of their duties for the District. Employees may use their personal vehicles on a daily basis to accomplish assigned duties (such as transportation between split stations). Reimbursement of vehicle mileage shall be at the federal mileage reimbursement, and will increase whenever the federal mileage reimbursement rate increases.

### **Section 16. Pilot Programs**

The District shall have the right to experiment with pilot programs designed to provide efficiencies in custodial work, including work team configurations. Employees involved in pilot programs will be treated equitably under the terms of the contract and will not be expected to work out of scope. Where the conditions of the pilot program are not covered in the bargaining agreement, the District and the Union will meet and confer concerning such matters. Should the District determine that a pilot program is to be implemented on a regular basis during the term of this contract, the District and the Union will negotiate necessary and appropriate matters related to the adoption of a pilot program as a regular program. In the event of a failure to reach agreement, the conditions of the contract will prevail.

### **Section 17. Assignment of Work**

In work locations in which there is more than one employee with the same job title, the supervisor in the Operations Department or the school principal, assistant principal or teacher-in-charge shall ensure that work is distributed equitably and fairly among the employees in the job title.

## **ARTICLE XII SENIORITY**

### **Section 1. Seniority in Bargaining Unit**

For purposes of promotion, layoff, voluntary demotion, recall, and/or transfer, seniority shall be established by the length of continuous service in this bargaining unit. The anniversary date of an employee shall be the first day of regular District employment, subject to adjustment for any period in which the employee was on long-term leave without pay as provided in Article XIV.

### **Section 2. Seniority in Facility**

The employee having the longest term of service within the facility shall be number one on the seniority list in that facility and all other employees shall be listed according to their assignment date to the unit. Duty station vacancies within each facility shall be made available to the employees within the facility before the vacant duty station is filled by an employee from outside the facility. Duty station assignment changes shall be reviewed with the Union before implementation. Facility seniority shall not in any way affect the employee's overall seniority with the District for purposes of vacation, holiday, and/or other fringe benefits.

### **Section 3. Seniority Lists**

The District shall provide the Union quarterly and furnish each building annually with a seniority list of all employees by their hire dates and school facility assignments. Building seniority lists shall be posted in October.

### **Section 4. Vacancy Announcements**

Vacancy Announcements for J-2 and above positions shall be posted on all bargaining unit bulletin boards for seven working days before the position is closed. The District shall also make available copies of all Vacancy Announcements to the Union. Employees seeking transfer or promotion must submit the necessary application prior to the closing date of the Position Vacancy Announcement. The Union shall be notified of all promotions J-2 and above.

When filling positions in other bargaining units, Union employees shall have the right to apply during the application period. Union employees shall have their applications considered only if the position remains vacant after applications from the appropriate bargaining units have been evaluated and all provisions of the applicable collective bargaining agreements have been complied with. In that event, Union applications already on file shall be considered before the position is advertised to the public.

## **Section 5. Promotion**

- A. Promotion means the movement from a position at one range to a position at a higher range. Except for the building plant operator job titles, promotions shall be made in order of seniority provided the employee is qualified to perform the work involved. Promotion to lead custodians, crew chiefs, auxiliary BPO, and building plant operator will occur only after successful completion of a written test in accordance with Article XI, Section 14.
  
- B. Upon request, an employee who has been in the current job title for 80 workdays following the probationary period, will be reviewed to determine if the employee has the qualifications, as set forth in the job descriptions, to perform in the job title of building plant operator. Candidates for promotion to building plant operator shall be considered, based upon verification of their qualifications for the position, in addition to seniority. The employee shall be advised of the results of the review within 30 calendar days following the review. Reviews will be conducted a minimum of three times annually and a schedule shall be posted at the appropriate work sites in September each year. The employee's work history will be taken into consideration. Disciplinary action taken in the past twelve months may disqualify the employee, or may be cause to disqualify a previously approved employee. The employee removed from the qualification list because of disciplinary action, shall be reinstated on the qualification list one year after said disciplinary action. Employees found qualified shall be placed in order of seniority on the building plant operator qualified list, which shall be published semi-annually. An employee found not qualified for a building plant operator position may, after six months, request another qualifications review. When a building plant operator or crew chief vacancy occurs, one of the six (6) most senior qualified applicants that apply and who are on the list shall be promoted.
  
- C. Separate tests shall be administered three times annually for building plant operator positions, auxiliary building plant operator positions, crew chief positions, and lead custodian positions, and separate eligibility lists shall be maintained for those positions. A schedule of testing dates shall be posted at the appropriate work sites in September each year. Employees must sign up for tests thirty (30) days in advance of the testing date.

## **Section 6. Seniority After Promotions**

Except for an Unassigned Custodian (Rover) promoting to the J-3 range, an employee who is promoted to fill a vacancy through the posting procedure shall be given a 70 workday period for training and trial on the new job. No promoted custodian may exercise transfer rights during this period. If the employee fails to succeed, or if the position is discontinued, the employee may return to the former job title without loss of seniority. If the former job has not been posted, the employee may return to the former

job. However, the employee shall not be entitled to exercise seniority on another promotion for a period of six months. An employee who moves from one work site to another, as a result of promotion shall not be considered as having transferred. After an employee-initiated demotion, the employee shall not be eligible for transfer or promotion for a period of ten months.

## **Section 7. Transfers**

Transfer means the movement of an employee from a position in a school facility at one job title to a position in another school facility in the same job title.

- A. Employee-initiated transfers shall be granted in order of seniority on a position available basis. No more than one change in position, other than promotion, shall be granted per employee in 18 months.
- B. District-initiated transfers may be made at any time, on a temporary basis (no more than 30 working days) provided prior consultation with the Union and 48 hours advance notice to the employee is given. This period may be extended by mutual agreement between the Union and Employer. This section does not apply in instances of disciplinary action.
- C. An unassigned custodian (rover), once hired, and prior to being assigned a regular work location, may at the time of hire, indicate their preference for a regular work location. As openings occur, management will offer them their preference. The 18-month rule shall not apply for unassigned custodians (rovers) at time of hire, but once an unassigned custodian (rover) has been placed in a facility of their choice at their initiative, the 18-month rule shall apply.

## **Section 8. Replacements**

- A. Seniority shall have priority when replacements are needed for the building plant operator, auxiliary building plant operator, crew chief, and lead custodian. Building plant operator, auxiliary building plant operator, crew chief, and lead custodian replacements shall be called by seniority from within the school needing the replacement. Replacements will work the same shift as the absent employee, if notification of the need for a substitute is provided ten (10) days in advance. Employees covering split stations shall be eligible for assignment in either school. To be considered as replacements, employees must notify the District and furnish the District with an up-to-date telephone number. Auxiliary building plant operators shall be allowed to cover for absent building plant operators in their own building in an emergency situation.
- B. Operations shall be allowed flexibility in assigning people to the schools based upon their proximity to the job site. These assignments shall be solely based on seniority and the date of the Change of Assignment form date. (1st date) If no

Change of Assignment form is on file then a switch or change can be made between two employees. This section does not apply to J-2 and above positions.

### **Section 9. Summer Employees**

Extra employees needed for summer work shall be selected on a seniority basis from among employees who are qualified and available to perform work to the District standards, and desire summer work. Employees interested in summer work must notify the Operations Department no later than May 15. A seniority list of those interested shall be prepared and shall determine the order in which work will be offered, on a rotating basis. A refusal of work will result in placement at the bottom of the list. (Rental activities and Summer School are NOT summer work.)

### **Section 10. Assignment Changes**

An employee desiring to work additional months must submit a change of assignment form. Change of assignment forms must be submitted to the Operations Department no later than July 1 each year and will remain on file for up to 12 months.

A change in months worked in the same building shall not be considered a transfer.

### **Section 11. Layoff**

- A. Layoffs shall be made in the inverse order of bargaining unit seniority from among those in the job title in which the layoff occurs.
- B. A laid off employee may choose to return to the least senior position in a lower job title previously held by the employee provided the employee is not the least senior employee in the lower job title. When an employee is laid off the employee shall retain seniority in the job title the employee left for one year.
- C. The District shall provide two weeks notice or two weeks pay in lieu of notice to employees to be laid off.

### **Section 12. Recall**

- A. Recalls shall be made in order of bargaining unit seniority from among those employees laid-off in the job title in which the recall occurs.
- B. Employees who chose to return to a lower job title in accordance with Section 12A of this Article shall retain their recall rights to the job title from which they were laid off, until refusing to accept an offer in the job title from which laid off.
- C. A regular employee who is laid off, when recalled, shall be recalled to the job title from which they were laid off at the pay level at which they were laid off or

the current pay level, whichever is higher, and shall retain all benefits which are current for bargaining unit employees at the time of the recall.

- D. Recall shall be by written certified notice, return receipt requested, to the employee's last known address on file with the Human Resources Office and shall require that the employee accept or reject recall within five working days after the delivery date or proof of non-delivery. Employees accepting recall shall have two weeks from the receipt of the notice to return to work. Should special circumstances prevent a return to work within two weeks, the employee shall notify the Human Resources Office and arrange a return date acceptable to the District. Failure to return to work within the agreed upon time or refusal to accept a recall shall be considered a voluntary termination. It shall be the employee's responsibility to keep the Human Resources Office informed of current phone number and address. Layoff status shall automatically terminate 24 months after the effective date of such layoff. Employees who are laid off and who are subsequently reinstated within 24 months shall retain their full seniority but not receive credit for movement on the wage schedule for the layoff period.

### **Section 13. Merger**

If the District absorbs or merges with another school district or municipality, the seniority of all employees shall be listed according to the length of service with either employer.

### **Section 14. Seniority Severance**

Seniority shall be terminated and the employment relationship shall be severed by the following conditions:

- A. Discharge for just cause.
- B. Layoff of 12 months duration.
- C. Resignation.
- D. Failure to return from leave of absence, vacation, or layoff on agreed date, unless approval has been obtained from the District, emergencies excepted, or unless otherwise mutually agreed upon by the Union and the District.
- E. Unexcused absence of three workdays or more, unless satisfactory evidence of inability to report has been shown.

**ARTICLE XIII  
LEAVE WITH PAY**

**Section 1. Annual Leave Accrual Rate**

Employees, except Substitute Custodians (S-0), shall accumulate annual leave at the following accrual rate. The basis for computation shall be 173.33 hours per month, exclusive of overtime. Accruals of leave for partial days or partial months worked shall be calculated on a proportional basis.

A.	Employees hired prior to July 1, 2004	
	RO up to three years	16 hours per month
	After three full years of continuous service	20 hours per month
	After six full years of continuous service	24 hours per month
B.	Employees hired after June 30, 2004	
	RO up to three years	14 hours per month
	After three full years of continuous service	18 hours per month
	After five full years of continuous service	22 hours per month
	After eight full years of continuous service	24 hours per month

There shall be no forced leave.

**Section 2. Annual Leave Accrual Conditions**

Leave shall accrue during the period an employee is on annual leave. Such additional accrual shall be canceled if the employee terminates employment, with the exception of voluntary retirement, and fails to resume active duty on completion of authorized leave. Leave does not accrue during periods of leave without pay.

### **Section 3. Annual Leave Maximum Accrual**

Accrued and unused annual leave may be accrued to a maximum of 480 hours. Any accumulation over 480 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.

### **Section 4. Annual Leave Usage**

Annual leave may be used for the personal needs, sickness, or vacation of the employee. Employees may request leave from the assigned supervisor for any periods during the calendar year. However, any leave requested to extend the work year during the summer will be paid as eight (8) hour days and will be taken in a continuous block, contiguous with the assigned work year. Requested leave will be paid on the regular pay period. All requests for leave during the summer must be made by May 15. Summer leave scheduled will be taken if not cancelled by May 30.

### **Section 5. Annual Leave Usage for Out-of-State Travel**

Upon request, employees traveling outside of Alaska may be granted accumulated annual leave up to 30 working days in order to accommodate the travel distance involved. Employees must submit requests at least 30 calendar days in advance of the extended leave.

### **Section 6. Annual Leave Usage for Building Plant Operators / Auxiliary Building Plant Operators**

Annual leave may be granted only with the prior approval of a unit supervisor subject to the amount of leave accrued. There shall be no forced leave for Building Plant Operators and Auxiliary Building Plant Operators during the work year.

These employees may apply for annual leave or leave without pay during the Christmas/New Years vacation period and during spring vacation. Employees not applying for leave will either maintain their regular assignment or will at the District's discretion be reassigned to another building and/or shift where new duties may be assigned. Any temporary reassignment under this Section is not subject to the provision of the Transfer and/or Seniority clauses of this Agreement.

### **Section 7. Annual Leave for Vacation**

All employee requests for annual leave for vacation purposes shall be submitted to the appropriate supervisor at least 10 working days in advance. Employees shall be notified within five working days of the receipt of the vacation request as to whether or not it has been approved. Times of vacation shall be mutually agreed upon by the

District and the employee. Substitutes will not be provided for employees who do not submit vacation leave requests in a timely manner.

## **Section 8. Annual Leave for Illness**

- A. Use of annual leave for illness will be permitted for the following reasons.
1. Personal illness of the employee. The District may request physician's verification of an employee's health condition in cases of frequent use of annual leave for illness or when the pattern of leave usage indicates potential leave abuse. A physician's verification may also be required when evidence indicates the employee's health status constitutes an obstacle to performing employment responsibilities. Physician's verification shall be submitted to operations upon return to work with initial date employee was seen by physician. Verification will not be accepted after the fact. Operations may require verification of all absences for sicknesses before and after a holiday or vacation.
  2. Death(s) within the immediate family, or cases of serious illness or accident requiring hospitalization of an immediate family member. A maximum of seven days of annual leave, or if circumstances require out-of-state travel, a maximum of 10 days shall be granted for this purpose. If more than one death or hospitalization should occur at different times within the school year, up to seven days shall be granted for each additional event. Immediate family includes the employee's spouse, parent, past legal guardian, child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, grandparent, any other person living in the same household as the employee, and any other relative deemed appropriate by the employer.
  3. Serious illness or injury within the employee's immediate family which requires the employee's attendance for emergency care or when the employee's presence on the job would jeopardize the health of other employees. The District may require a physician's certificate stating the employee's presence was required or that the illness or injury would jeopardize the health of other employees.
  4. Maternity and other temporary disabilities subject to physician's written supporting statement.
- B. An employee who misrepresents the actual reason for an absence due to illness shall be subject to disciplinary action.

## **Section 9. Annual Leave Call-In Procedure**

- A. When an employee requests leave other than annual leave for vacation as described in Section 7, initial notification must be telephoned to the Operations Department. The employee or spouse shall indicate in the initial call the amount of leave time requested, if known. If not known, the employee or spouse shall notify Operations in a second call not later than three working days from the first call. For a long-term illness, the employee using annual leave shall notify Operations at least once every week.
- B. Night shift employees shall notify Operations as soon as possible, but no later than 12:00 noon of the day leave is requested for those employees whose starting time is prior to 5:00 p.m., or 2:00 p.m. for those employees whose starting time is 5:00 p.m. or later. Night shift employees returning from annual leave shall call Operations prior to noon on the day of return.
- C. Day shift employees shall notify the Anchorage School District's Security Provider, the voice mail box at the Operations Department, or the appropriate High School principal, as soon as possible, but no later than one and one-half hours ahead of their starting time on the day leave is requested. In order to aid the dispatch of a replacement, the employee should call by midnight. Day shift employees returning from annual leave shall call Operations one and one-half hours prior to their shift ending time on the day prior to return.
- D. An employee who fails to call in by the designated times may be disciplined.

## **Section 10. Unauthorized Absence**

Unauthorized absence of any duration shall be deemed to be an absence without pay and may result in disciplinary action. An employee who is absent for three consecutive workdays without approval shall be deemed to have terminated. Such actions may be reconciled by a subsequent grant of leave, if the conditions warrant.

## **Section 11. Annual Leave Cash-In**

The employee 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.

## **Section 12. Annual Leave Payment Upon Termination**

Employees who are laid off, discharged, retired, or separated from the District will be paid in full on the basis of their regular rate of pay for the accumulated, annual leave

they have at the time of separation, with the exception of initial probationary employees.

### **Section 13. Professional Leave**

An employee may be granted paid leave for the purposes of attending conferences, seminars, or training sessions related to improvement of the performance of duties upon the advance approval of the Superintendent's designee.

### **Section 14. Military Leave--Short Term**

#### **A. Eligibility**

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 regular work days during which he/she is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instructions. The employee is required to remit to the District any compensation of base pay received.

#### **B. Length of Leave**

The leave may not exceed 16 1/2 cumulative workdays in any one calendar year. Military leave in excess of 16 1/2 workdays shall not be short-term leave under this Section and shall be governed by the appropriate statutes.

#### **C. Effect of Absence**

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

### **Section 15. Elections Leave**

If an employee is unable to vote during off-duty time because of the work assignment by the District, the District will provide the necessary time during normal working hours to vote in Federal, State, School Board and Municipal elections, without loss of pay to the employee.

### **Section 16. Jury Duty and Court Appearance**

Employees shall be provided paid leave for all working time lost up to a full shift when called to serve on jury duty, provided that fees paid by the court (except travel and parking expenses) shall be remitted to the District. Court service when subpoenaed as a witness will be treated the same as jury duty, provided the employee is not a party to the action. 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, provided that at

least two hours of a working shift would remain after the employee travels to the work assignment. Second and third shift employees will be given the same consideration.

Employees who do not work on the first shift, if called to jury duty, shall be considered to be on the first shift during the jury duty assignment; if such employee does not serve on jury duty for at least five (5) hours, that employee will contact the Operations Department or appropriate High School principal immediately when dismissed from jury duty for the day and will be assigned a duty station for the remainder of the first shift work day at the discretion of the Operations Department.

An employee's annual leave shall be charged and then reinstated once the employee has remitted to the District the fees paid by the court, less travel and parking expenses.

### **Section 17. 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 paid leave for absences from work at reasonable times 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 community. Approval of the Superintendent's designee is required before paid leave for civic duties may be granted.

### **Section 18. Sick Leave Bank**

- A. An employee accruing annual leave shall contribute annually one-half day of leave to the Sick Leave Bank. The contribution to the Bank, when necessary, will occur automatically through payroll deduction between September 15 and November 30 each year or during the first 30 calendar days of employment each school year. If the Sick Leave Bank has at least 2,000 hours as of July 1 in any year, the one-half day contribution to the Bank will be deferred, except for new employees for the school year. Should the Sick Leave Bank reach fewer than 2,000 hours, the one-half day contribution will be reinstated. Employees electing not to join the Bank will inform Human Resources in writing within the first 10 working days. Employees electing to withdraw from the Bank will inform Human Resources in writing before July 1.
  
- B. The Leave Bank will be administered by a committee of three Union members. Representatives from Payroll and Benefits shall provide information and assistance to the committee on an as-needed basis. The committee shall develop and revise the criteria for Bank usage. Annual leave days donated to the Bank shall be cumulative from year to year. Any employee who has exhausted accumulated leave may make withdrawals, subject to approval by the 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 its decision.

## **Section 19. Union Leave Bank**

- A. A Union Business Leave Bank shall be administered by the District with a quarterly report of the balance and withdrawals provided to the Union. An employee accruing leave shall contribute annually four hours to the Union Leave Bank. The four-hour contribution to the Union Leave Bank will be deferred, except for new employees, as long as the balance in the Union Leave Bank is 1,000 hours or more on July 1 of any year. If the balance goes below 1,000 hours, the contribution will be reinstated. The contribution to the Bank will occur automatically through payroll deduction between September 15 and November 30 each year or the first 30 calendar days of employment.
- B. Withdrawal requests from the Union Leave Bank will be for the purposes of Agreement negotiations, executive meetings, training sponsored by the Union, and other Union-related purposes. Withdrawal requests from the Bank shall be authorized only by the Business Manager or the Contract Administration Department. Leave transferred to the Bank is final and not recoverable for credit to an employee's accrued leave.
- C. The release of employees for Union leave shall be handled the same as release for leave.
- D. No employee shall be on Union leave for more than two years. Employees on Union leave for more than 30 calendar days shall not earn annual leave. If a position at the classification of the employee returning from Union leave of more than 30 calendar days is not available, the least senior employee in that classification shall be laid off to provide the position for the returning employee.

## **ARTICLE XIV LEAVE WITHOUT PAY**

### **Section 1. Unpaid Leave**

~~The District shall approve employee unpaid leave for up to one year for medical reasons, with a verified physician's statement.~~ The District may approve employee unpaid leave for up to one year **for medical reasons or** for compelling personal reasons. The employee's seniority shall accumulate for purposes of lay-off, promotion and recall

during this period of unpaid leave. The employee shall submit the unpaid leave request to the Human Resources Department at least 30 calendar days in advance, except in emergency situations over which the employee has no control. Unpaid leave for medical reasons shall require a physician's statement upon request for leave and certification of ability to return to work at the end of the leave. Unpaid leave shall not be granted until annual leave has been exhausted, unless the leave is for Workers' Compensation. While on unpaid leave, the employee is ineligible to work for any other employer without preauthorization from the District.

The employee shall notify the Operations Department in writing no less than 30 calendar days prior to the end of the approved leave for the purpose of confirming the intention to return. Failure to meet the notification requirement relieves the District of any obligation to reemploy the individual. After proper notification and upon return from approved leave of one year or less the employee shall be reassigned to the original position. Employees who return to work shall be placed at the same range and in the same job title as occupied at the time the leave was granted. Employees who return to work within ninety (90) calendar days shall be placed at the same location. This section and the procedure covered do not apply to probationary employees.

## **Section 2. Family Medical Leave**

A copy of the Anchorage School District's Family and Medical Leave Policy, which complies with the Alaska Family/Medical Leave Act (AS 23.10.500-.550) and the Medical Leave Act of 1993 (Public Law 103-3) is available upon request from the Human Resources Department. The Human Resources Department will maintain the latest regulations and legal interpretations in regard to the law and provide current copies of such materials to the Union upon request.

# **ARTICLE XV BENEFITS**

## **Section 1. Health Benefits**

Employees in the S-0 Job Title are ineligible for benefits.

- A. For the ~~2004-2005~~ 2006-2007 year, the District shall contribute ~~\$600~~ \$700 per employee per month toward the cost of health care benefits. The amount of District contribution shall increase to ~~\$650~~ \$775 per month in ~~2005-2006~~ 2007-2008, and to ~~\$700~~ \$850 per month in ~~2006-2007~~ 2008-2009.

The District shall deduct a \$1.00 administrative fee per regular employee per month from the monthly District contribution for the life of this agreement.

This contribution shall be transmitted to the Local 71 Health Plan Trust account on the first working day of each month, with the clear understanding that such

funds may be used only to provide a comprehensive health plan for District employees. The District shall have no obligation or responsibility for any aspect of plan selection or for administration of benefits offered under whatever plan may be managed by the Union.

- B. The effective date of obligation for transmission of District contributions to provide coverage for new employees shall be the first day of the month following initial eligibility date. The details of the health plan for custodians shall be determined by the Union, in accord with its agreement with the Health Trust.
- C. Benefits provided shall be described in a booklet published by the Union and made available to all employees.
- D. Employees on District-approved long-term unpaid leave, laid-off custodians, or custodians who terminate their employment may elect to pay the full cost of the health plan then in effect in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986. All arrangements for such continued coverage must be made with the appropriate representatives of the Local 71 Health Plan Trust, or designee, in coordination with the District's Benefits Department.

## **Section 2. Life Insurance**

The District shall provide fully paid term life insurance coverage for the employee, other than Substitute Custodians (S-0), in an amount of three times the employee's annual salary to a maximum of \$50,000.00 for death by natural causes and an additional amount of three times the employee's annual salary to a maximum of \$50,000.00 for accidental death. Employees may purchase at the District's rate, additional life insurance for a total maximum of up to three times their annual salary to the next highest even thousand dollars for death by natural causes with an additional three times their annual wage to the next highest even thousand dollars for accidental death. Dependent life insurance premiums shall be fully paid by the employee.

## **Section 3. Life Insurance Upon Termination**

Upon termination, an employee may convert the life insurance coverage in effect on the employee on the date of termination to an individual policy in accordance with the rules established by the insurance carrier. If such election is made, the terminated employee shall pay all premiums for the insurance. The coverage rate shall be established by the insurance carrier.

## **Section 4. Social Security**

Employees are subject to the provisions of the Federal Insurance Contribution Act (Social Security System), as amended.

### **Section 5. Workers' Compensation**

Employees injured on the job shall be eligible for whatever compensation and benefits are available under the Workers' Compensation Act. Further, employees may elect to supplement their income while on leave with a compensable injury by cashing in their accrued leave in accordance with Article XIII.

The District will continue to contribute to the Local 71 Health Trust Plan while an individual is on Workers' Compensation ~~for a period not to exceed ninety (90) calendar days or~~ **during** that period of time covered by FMLA ~~—whichever is longer,~~ and will continue the District contribution during that time provided the employee continues to make the elected co-payments. The premiums for District-provided employee life insurance coverage will continue to be paid by the District for the same period, and the life insurance premium for the employee's dependents and life insurance premium for voluntary coverage shall continue to be paid by the employee.

### **Section 6. Public Employees' Retirement System**

Employees shall be covered for retirement benefits as outlined in the applicable statutes related to the Public Employees' Retirement System (PERS). For further information concerning the PERS, employees are encouraged to contact the District's Retirement Specialist for assistance.

### **Section 7. Holiday Eligibility**

To be eligible for holiday pay, the employee shall be required to be in pay status the scheduled workday preceding the holiday and the scheduled workday following the holiday. Pay status shall be defined as time spent working on the job or on any approved paid leave for a minimum of eight (8) hours.

### **Section 8. Holidays**

The following days are designated as holidays off with pay for all employees except Substitute Custodians (S-0):

- |                                      |                     |
|--------------------------------------|---------------------|
| New Years Day                        | Independence Day    |
| New Years Eve                        | Labor Day           |
| <b><u>Martin Luther King Day</u></b> | Thanksgiving Day    |
| February Holiday*                    | Thanksgiving Friday |
| <del>Spring Vacation Day</del>       | Christmas Eve       |
| Memorial Day                         | Christmas Day       |

Any day designated by public proclamation by the President of the United States or the Governor of the State of Alaska as a legal holiday and which has further been declared by the Board as a legal, paid holiday for any District employee group, shall be included as a holiday with pay.

Holidays that fall on the employee's first scheduled day off shall be observed on the preceding day. Holidays that fall on the employees second scheduled day off shall be observed on the following day.

\*The February Holiday will be celebrated in February each year as determined by the District's School Calendar.

### **Section 9. Holiday Pay**

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 times their regular rate of pay in addition to the holiday pay.

### **Section 10. Recognition of Service (hired after June 30, 2001)**

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 of two hundred fifty dollars (\$250.00).

Upon attaining ten (10) years' of employment, a regular employee's annual lump sum advances to five hundred dollars (\$500.00).

Longevity pay calculations will apply to the total yearly salary.

### **Section 11. Recognition of Service (hired prior to July 1, 2001)**

Upon attaining five years District employment, an employee earns, in addition to other earnings, an annual lump sum payment amounting to three percent of annual earnings, including longevity, for the calendar year as established by placement on the Wage Schedule.

Upon attaining ten years District employment and thereafter, an employee's annual lump sum advances to six percent.

### **Section 12. Attendance Bonus**

Employees who complete one full year of service without absence shall receive an attendance bonus of \$150. Any portion of a workday where an employee is absent from their assigned duty station will constitute a partial absence and will cause the employee to be ineligible for the "without absence" attendance bonus. Those who are absent no

more than two (2) days in a work year shall receive an attendance bonus of \$100. Attendance bonuses shall be paid with the final paycheck of the work year.

**ARTICLE XVI  
CLASSIFICATION AND WAGES**

**Section 1. Classification Plan**

The following job titles will be recognized during the life of this Agreement and shall not be changed unless mutually agreed to by the Union and District. Newly created job titles are, however, within the purview of the District. The District reserves the right to create new and/or delete existing job titles; however, pay rates for newly created job titles must be mutually agreed to by the Union and District. All District schools will be cleaned by employees working under this Agreement. The standard work year for employees, by job title, is as follows:

<u>Range</u>	<u>Job Title</u>	<u>Days in Work Year</u>
S-0	Substitute Custodian	217 days
R-0	Unassigned Custodian	217 days
J-3	Floor Care and Upholstery Specialist	217 days
J-3	Elementary Custodian	217 days
J-2	Elementary Lead Custodian	228 days
J-2	Elementary Building Plant Operator	220 days
J-3	Middle School Custodians	238 days
J-1	Middle School Custodial Crew Chief	238 days
J-1	Middle School Building Plant Operator	238 days
J-2	Secondary Auxiliary Building Plant Operator	217 days
J-3	Senior High School Custodian	238 days
J-0	Senior High School Custodial Crew Chief	238 days
J-0	Senior High Building Plant Operator	238 days
J-3	Operations, Maintenance, Student Nutrition and Administration Building Custodian	(12 month)
J-2	Operations Building Plant Operator	(12 month)
J-2	Maintenance & Operations Building Lead Custodian	(12 month)
J-1	Administration Building Plant Operator	(12 month)

Other employees may be assigned a twelve-month work year.

**Section 2. A. ~~Wage Schedule (2004-2005)~~**

S-0 ————— \$9.60

	(must be in S-0 status for the probationary period)
R-0	\$9.60
J-3 (from time of assignment from an R-0 status)	\$10.05
J-3 (after maximum 1 year as R-0)	\$10.55
J-3 (after two years)	\$11.55
J-3 (after four years)	\$12.55
J-3 (after six years)	\$13.55
J-3 (after seven years)	\$15.19
J-2	\$16.42
J-1	\$17.25
J-0	\$17.40

**Section 2. B. ~~Wage Schedule (2005-2006)~~**

S-0	\$9.70
	(must be in S-0 status for the probationary period)
R-0	\$9.70
J-3 (from time of assignment from an R-0 status)	\$10.10
J-3 (after maximum 1 year as R-0)	\$10.60
J-3 (after two years)	\$11.60
J-3 (after four years)	\$12.60
J-3 (after six years)	\$13.60
J-3 (after seven years)	\$15.39
J-2	\$16.67
J-1	\$17.50
J-0	\$17.70

**Section 2. C. A. Wage Schedule (2006-2007)**

S-0	\$9.80
	(must be in S-0 status for the probationary period)
R-0	\$9.80
J-3 (from time of assignment from an R-0 status)	\$10.25
J-3 (after maximum 1 year as R-0)	\$10.75
J-3 (after two years)	\$11.75
J-3 (after four years)	\$12.75
J-3 (after six years)	\$13.75
J-3 (after seven years)	\$15.59
J-2	\$16.92

J-1	\$17.75
J-0	\$18.00

**Section 2. B. Wage Schedule (2007-2008)**

<u>S-0</u>	<u>\$10.05</u> <u>(must be in S-0 status for the probationary period)</u>
<u>R-0</u>	<u>\$10.05</u>
<u>J-3 (from time of assignment from an R-0 status)</u>	<u>\$10.50</u>
<u>J-3 (after maximum 1 year as R-0)</u>	<u>\$11.00</u>
<u>J-3 (after two years)</u>	<u>\$12.00</u>
<u>J-3 (after four years)</u>	<u>\$13.00</u>
<u>J-3 (after six years)</u>	<u>\$14.00</u>
<u>J-3 (after seven years)</u>	<u>\$15.84</u>
<u>J-2</u>	<u>\$17.17</u>
<u>J-1</u>	<u>\$18.00</u>
<u>J-0</u>	<u>\$18.25</u>

**Section 2. C. Wage Schedule (2008-2009)**

<u>S-0</u>	<u>\$10.30</u> <u>(must be in S-0 status for the probationary period)</u>
<u>R-0</u>	<u>\$10.30</u>
<u>J-3 (from time of assignment from an R-0 status)</u>	<u>\$10.75</u>
<u>J-3 (after maximum 1 year as R-0)</u>	<u>\$11.25</u>
<u>J-3 (after two years)</u>	<u>\$12.25</u>
<u>J-3 (after four years)</u>	<u>\$13.25</u>
<u>J-3 (after six years)</u>	<u>\$14.25</u>
<u>J-3 (after seven years)</u>	<u>\$16.09</u>
<u>J-2</u>	<u>\$17.42</u>
<u>J-1</u>	<u>\$18.25</u>
<u>J-0</u>	<u>\$18.50</u>

- \$.20 of the above hourly wage will be deducted from all hours worked by each employee and forwarded to the Union.

**Section 3. Summer Work**

If there are additional funds in the budget for any cleaning of schools during the summer months, Union members will have the opportunity to work with cleaning crews on a seniority basis to the extent such funds are available. The rate of pay for

cleaning crew work will be at the J-3 rate based on the employees' years of experience with the Anchorage School District. Should there not be sufficient Union members to staff summer cleaning needs, the District reserves the right to utilize other workers provided through the hiring hall.

#### **Section 4. Shift and Regional Differentials**

A shift differential of \$.40 per hour shall be paid for those employees working in elementary schools, and \$.40 per hour for those employees working in the secondary schools and emergency dispatchers, who work the majority of their shift after 5:00 p.m. A graveyard shift differential of \$.50 per hour shall be paid for those employees who start work after 9:00 p.m. and before 4:00 a.m. A shift differential shall not apply to Substitute Custodians (S-0). The shift differential will apply to the full shift.

In addition, Custodians assigned to Mirror Lake Middle School, Chugiak Elementary School, or Girdwood School shall receive a regional differential of \$.50 per hour.

#### **Section 5. Time Cards/Records**

- A. Time cards/records of employees shall not be changed without first consulting with the employee involved. Copies of the employee's time cards shall be made available by the District for inspection by the employee or authorized Union Representative upon eight hours notice to the office where records are maintained.
- B. Time worked is to be accurately reported on the time card. Time cards are to be completed and signed by each employee. The employee's signature on the time card indicates that they attest to the accuracy of the information contained on the time card. An employee making false statements on a time card may be subject to disciplinary action in accordance with Article VIII.

## **ARTICLE XVII TERM AND SAVINGS**

#### **Section 1. Term**

This Agreement shall become effective on July 1, ~~2004~~ 2006, and continue in full force and effect through June 30, ~~2007~~ 2009. The opening upon expiration of this Agreement shall begin no later than March 1, ~~2007~~ 2009. If the parties are unable to reach

agreement on the opening of the Agreement, both parties are relieved of their responsibility as outlined in Article II Sections 1 and 2.

**Section 2. Successorship**

If the operation of the District is assumed by any other entity, this Agreement, all provisions of this Agreement, and all classifications in effect prior to such assumption of operation, shall remain in force and effect during the life of this Agreement.

**Section 3. Separability and Savings**

If a provision of this Agreement is declared by a court of competent jurisdiction to be invalid, or if, during the life of this Agreement, any federal, state, or local law is legislated in conflict with this Agreement, the remaining provisions of this Agreement shall continue in full force and effect. The parties agree to meet for the purpose of re-negotiating the affected Section to comply with the law.

RATIFIED BY:

RATIFIED BY:

**Anchorage School District**

**Public Employees Local 71, AFL-CIO**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Friedman, President  
Anchorage School Board

\_\_\_\_\_  
Jim Ashton, Spokesperson  
Business Manager, Local 71

\_\_\_\_\_  
Carol Comeau, Superintendent  
Anchorage School District

\_\_\_\_\_  
William Meers  
Business Representative, Local 71

\_\_\_\_\_  
Todd Hess, Spokesperson  
Director, Contract Administration

\_\_\_\_\_  
Eric Tollefsen, Member  
Negotiating Team

\_\_\_\_\_  
Alden Thern, Member  
Negotiating Team