

ANCHORAGE SCHOOL DISTRICT
ANCHORAGE, ALASKA

ASD MEMORANDUM #43 (2009-2010)

September 14, 2009

TO: SCHOOL BOARD

FROM: OFFICE OF THE SUPERINTENDENT

SUBJECT: ADOPTION OF TENTATIVE AGREEMENT: FOOD SERVICE
EMPLOYEES, 2009-2012

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 General Teamsters Local 959, which will establish terms and conditions of employment for Food Service employees during the period between July 1, 2009 and June 30, 2012.

PERTINENT FACTS:

The current agreement with Local 959 expired on June 30, 2009. Bargaining for a successor agreement began in March 2009 and the parties agreed to meet with a federal mediator in August to facilitate reaching an agreement. The mediation was successful and a tentative agreement was reached with the bargaining team on August 5, 2009 and ratified by the membership on August 29, 2009.

The agreement provides for salary increases of \$.50 per hour in 2009-2010, and \$.30 per hour increases in both 2010-2011 and 2011-2012. Step movement will be granted in each year of this agreement. Eligibility for medical insurance was raised from 25 hours per week to 30 hours per week. The District will increase its contribution to the health benefits for each eligible employee to \$1060 per month in 2009-2010, \$1180 per month in 2010-2011, and \$1300 per month in 2011-2012. In no case shall the District contribute less than the highest amount paid for any other group participating in the District's employee health benefits plan during the term of this agreement.

CC/ET

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

Attachment

Tentative Agreement

Between

The Anchorage School District

And

General Teamsters Local 959

covering:

Food Service

Bargaining Unit

July 1, 2006 through June 30, 2009
July 1, 2009 through June 30, 2012

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PREAMBLE AND RECOGNITION

The primary purpose of this Agreement is to ensure the efficient operation of the Anchorage School District, hereinafter the "District", as well as establish fair and reasonable working conditions and compensation for employees covered by this Agreement.

The District recognizes Teamsters Local 959, hereinafter the "Union", as the exclusive collective bargaining agent for all Food Service workers, regularly employed for fifteen (15) or more hours per week, listed in the classification plan outlined in this Agreement and shall include all employees of the District who perform the functions assigned to these classifications. Employees who currently are employed for less than fifteen (15) hours per week and who were hired prior to July 1, 1995, are also represented.

SECTION 100 UNION RIGHTS

101 AUTHORIZED REPRESENTATIVES. The employees shall have a Business Representative, not an employee of the District, who shall be authorized to speak for the employees in all matters covered by this Agreement and shall be permitted, upon notification to the District, to visit any Student Nutrition work site during working hours.

101.1 Shop Stewards. The Union may select a total of not more than seven (7) shop stewards to conduct official Union duties. The shop stewards shall be appointed by the Union from among the employees. Shop stewards shall, upon notification made to the immediate supervisor, be allowed to handle requests, complaints and grievances arising under this Agreement with the proper District representative during working hours. The shop stewards shall suffer no loss of compensation for a reasonable amount of time spent in pursuit of these duties. The Union shall designate in writing to the District the names of the shop stewards. The District shall not be required to recognize or deal with any employees other than those so designated.

102 UNION ACTIVITIES AND MEMBERSHIP RIGHTS. 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.

102.1 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.

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

103 UNION SECURITY.

103.1 Union Membership. Employees coming under the terms of this Agreement shall, as a condition of employment, become a member in good standing of the Union within thirty-one (31) calendar days following the employment date or within thirty-one (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. 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 ten (10) working days after receipt of written notice from the Union.

103.2 Religious Objection 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 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 and the Union. The employee shall furnish written proof to the Union that the payment has been made.

103.3 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 monthly dues, fees, and contributions shall be withheld from the first pay period of each month and shall be transmitted monthly on or before the fifteenth of the calendar month in which such deductions are made to the Union on behalf of the employee involved. Authorized Union hourly dues, fees and contributions shall be withheld from all pay periods each month and shall be transmitted to the Union on behalf of the employee on or before the fifteenth of the following month.

~~**103.4 Initiation Fee.** The initiation fee may be deducted in two (2) equal amounts during the first two (2) full pay periods worked by the employees.~~

103.45 Indemnification. The Union shall indemnify the District and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind whatsoever which may arise out of, or by reason of, actions taken or omitted by the District for the purpose of complying with the provisions of this Article.

104 ACCESS TO EMPLOYEES. The Union shall have access to all Food Service employees covered by this Agreement provided it does not interfere with or interrupt job assignments or other normal scheduled activities with prior notice to the supervisor.

105 EMPLOYEE INFORMATION. The District shall, upon request, furnish to the Union a periodic report listing the names of all Food Service employees covered under this Agreement. Their addresses, phone numbers, rate of pay, date of hire, and school location assignment shall be included with this listing.

106 UNION USE OF DISTRICT FACILITIES.

106.1 Buildings. Where there is appropriate available meeting space in buildings owned or leased by the District, the space may be used for meetings by the Union, provided that a request is approved in advance pursuant to the Building Rental Policy of the District.

106.2 Bulletin Boards. The Union will be provided reasonable space for the posting of Union notices in areas specified by the District.

106.3 Interschool Mail. The Union shall be permitted to use the interschool mail system for distributing information to its members only when the District has determined that the information pertains to the business of the District. The Union agrees to place its heading on all communications that it distributes and to address all communications to a particular individual.

106.4 Email. The Union may utilize the District email system to facilitate communication with its members on matters of business unrelated to political issues or matters of conflict or adversity with the District, and in accordance with current District email policies.

107 EXAMINATION OF RECORDS. Material which reflects on the performance of an employee may be placed into the central personnel file or working file by an authorized supervisor at any time. Anonymous, derogatory materials shall not be placed in the official file. Any anonymous material retained in a working file may not be used as the sole reason for disciplinary action against the employee. Such files will be secured. 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) workdays any and all entries into the personnel files.

107.1 The District shall maintain only one official, permanent, personnel file; however, the District may maintain working files. Materials maintained in working files of which the employee has been made aware, may be used as future documentation. The District may require the employees to sign for receipt of materials to be placed in the personnel or working files. If an employee refuses to sign for receipt, the supervisor may note on the material that the employee refused to sign and may contact the Union who will be required to sign, acknowledging placement in the personnel or working files.

107.2 Upon written authorization from the employee and upon proper advanced notice, the Union Representative shall have the right to examine employee records pertaining to wages, hours, and conditions covered by this Agreement or materials in the working files. The District shall make available originals or

copies of the original records for examination by the Union upon eight working hours notice from the Union to the office where the record is available.

107.3 Materials more than one (1) year old will not be used against the employee, unless related to an ongoing problem. The employee has the right to request to have these files removed from a working file or personnel file.

107.4 Upon request of the employee, the immediate supervisor shall reveal to that employee who has personnel and working files on that employee.

107.5 Supervisors shall be responsible to maintain the security of the files so that the information remains privileged for only those authorized.

108 EMPLOYEE TIME SHEETS. All employees shall be required to fill out their time sheets **in accordance with the scheduled deadlines. Failure to meet the scheduled deadlines may delay the employee's paycheck.** No time sheet shall be changed without first consulting with the employee. Copies of the employee's time sheets shall be made available by the District for inspection on a workday by the employee or authorized Union representative upon eight (8) hours notice to the office where the records are maintained. An employee may obtain Union representation in the event a dispute arises in the proposed changes to the timecard or time sheet.

109 EMPLOYEE TRAINING. When the requirements of an employee's present job duties change requiring new procedures or new equipment, the employee will receive the appropriate orientation or training. Training shall also be provided in order to orient new employees as well as to promote improved employee skills and heightened competency. When the District conducts training for the benefit of classified employees, there will be notification posted for availability to all employees. Where applicable, notification of training opportunities will be posted in advance.

109.1 In-Service and Training Programs. The District shall pay each regular employee their regular hourly wage when required by the District to attend in-service and training programs. Attendance at scheduled August In-Service(s) is mandatory for all Food Service ~~employees~~ **managers and assistant managers** ~~in Ranges K-5 through K-12 positions,~~ except for significant life events, the timing of which is beyond the control of the employee, e.g. college graduation. Prior to the end of the previous school year, the Student Nutrition Department will notify all Food Service **managers and assistant managers,** ~~employees in Ranges K-5 through K-12,~~ via e-mail or interschool mail, of the time, date and tentative location of the August In-Service(s). The employee will receive at least three (3) hours of regular pay for participation in an in-service or training program during District-wide student in-service days as indicated on the approved District calendar. If the in-service or training is longer than three (3) hours, the employee will be paid for each hour or partial hour of participation in the activity. **In the event of budget exigencies, assistant managers may be omitted from the August In-Service(s).**

~~**109.2 District-Wide In-Service Days.** Employees, excluding those serving their initial probationary period, may apply for leave or take leave without pay on any District-wide in-service day, during the Christmas/New Year's vacation period, and during the spring break. (Moved to 401.3 c.)~~

109.32 Special Training Programs. The District reserves the right to establish special training programs to meet operational needs. The District will provide paid time for those participating in such programs. The District reserves the right to conduct training, at a work site other than the one to which the employee normally reports for a period of not more than thirty (30) workdays. Announcement of such training programs will be made at each work site and provided to those who are qualified for the specific program. In no event would training programs reduce the number of hours normally worked by employees.

SECTION 200 MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to limit or impair the right of the Employer 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:

To manage the District generally; to decide the number and location of facilities; 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 and re-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 operations 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 just cause.

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.

SECTION 300 HOLIDAYS

301 ELIGIBILITY. To be eligible for holiday pay, the employee must be a regular employee in pay status the last working day preceding and the first working day

following the holiday. Pay status shall be defined as time spent working on the job or on any approved leave with pay equivalent to their regularly scheduled daily work shift.

No employee shall lose holiday pay for which they are normally entitled solely as a result of a District closure.

302 HOLIDAYS OBSERVED. The following days are designated as holidays off with pay:

Martin Luther King Day	Thanksgiving Day
Fur Rendezvous Day or	Thanksgiving Friday
Presidents Day (as determined	Christmas Eve
by School Board)	Christmas Day
Labor Day	New Year's Eve
	New Year's Day

303 HOLIDAYS FALLING ON WEEKEND. 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.

304 RATE OF PAY ON HOLIDAYS. Holidays recognized by this Agreement not worked shall be paid for at straight-time rates for the number of hours of work per day normally scheduled for the employee.

304.1 Employees who are required to work on any of the holidays listed in Section 302 or on July 4 shall be paid at the rate of two (2) times their basic hourly rate of pay in addition to straight-time holiday pay.

Furthermore, employees shall be paid a minimum of two (2) such hours regardless of actual hours worked.

SECTION 400 LEAVES

401 ANNUAL LEAVE.

401.1 Accrual. Regular employees who are on pay status shall accrue leave at the rate of nineteen (19) days per work year of employment; accrual shall be computed at .0974 hours per hour worked. Upon attaining ten (10) years of employment with the District, each regular employee who is on pay status will accrue leave at the rate of twenty-three (23) days per work year of employment; accrual shall be computed at .1180 hours per hour worked. The basis for computing a calendar month shall be 173.33 hours, exclusive of overtime. Leave accruals for partial months shall be computed on a prorated basis.

401.2 Regular Use of Leave. Annual leave may be used for the personal illness of the employee, death in the immediate family (up to a maximum of ten (10) days, unless family medical leave is requested), serious illness, or accident requiring confinement in the hospital of an immediate member of the employee's family, **personal** needs or vacations of the employee. ~~Vacations shall be granted at times and in amounts most desired by employees whenever possible with the advance approval of the immediate supervisor and the Director of Student Nutrition.~~ **Personal needs and vacation times shall be mutually agreed upon by the District and the employee at such time as will least interfere with the functions of the District, but which accommodates the desires of the employee to the greatest degree feasible.** Requests for leave with pay for vacation purposes will be submitted to the appropriate supervisor at least ten (10) working days in advance of the time leave is to be taken. Employees shall be notified within five (5) working days of the receipt of the vacation request as to whether or not it has been approved. The supervisors shall determine the number of employees who can be spared from duty within each classification and work unit at any given time, so as to least interfere with the operations of the District, on a first come, first served basis. This provision applies to all employees covered by this Labor Agreement. If after an employee has submitted a leave request the District revises its calendar as it pertains to in-service days or holidays, the employee shall have the right to revise the leave request.

Annual leave must be taken when an employee is absent from work with the following exceptions: approved family medical leave (FMLA) and Workers' Compensation leave. Failure to do so may be considered as a non-excused absence.

a. **Notification of Absence Due to Illness.** Notification of absence on account of illness shall be provided ~~as early as possible.~~ **at least two (2) hours prior to the start of the employee's regular shift except for circumstances beyond the control of the employee.** Failure to do so shall subject the employee's absence to being considered as a non-excused absence. Notice of intent to return from absence must ~~by~~ **be** provided to the supervisor at least two (2) hours before the end of the employee's regular shift on the workday prior to the date of expected return. Without such notice, a substitute will be retained for the following day. Should the employee report to work without providing notice, when a substitute has been retained, the employee will be sent home and leave will be charged.

b. **Physician's Verification.** The supervisor may require that an absence due to illness of three (3) or more days, be supported by a physician's statement that the employee was sick or injured and that the employee was incapacitated from work for that period of absence.

c. **Abuse of Leave.** An employee who misrepresents the actual reason for an absence due to illness shall be subject to disciplinary action.

d. **Catastrophic Leave.** In the case of catastrophic illness or extreme hardship, a Bargaining Unit member may be provided leave through Bargaining Unit member leave donations. The donor must have at least one (1) week's leave remaining after the donation is deducted.

401.3 Use of Annual Leave.

a. Employees, at their option, may request leave pay up to the employees' budgeted hours for each day of leave. This shall include extending work time beyond what is guaranteed by the assigned shift, up to a maximum of eight (8) hours per day. Employees may not add leave to a timecard if the effect is to obligate the District to pay overtime.

b. Employees may request leave for any periods during a calendar year **up to a maximum of eight (8) hours per day**. ~~However, any leave requested to extend the work year during the summer will be paid up to the employee's budgeted hours per day.~~ Requested leave will be paid on the regular pay period. All requests for leave during the summer must be made by ~~May 15~~ **the last working day of the school year**. Summer leave scheduled will be taken if not canceled by May 30.

c. District-Wide In-Service Days. Employees, excluding those serving their initial probationary period, may apply for leave or take leave without pay on any District-wide in-service day, and during the winter or spring break vacation periods.

~~ed.~~ Annual leave will not be granted during the first and last ten (10) workdays of the school year, except for significant life events, the timing of which is beyond the control of the employee, e.g., college graduation.

401.4 Annual Leave Accrual For Initial Probationary Employees. A new employee becomes eligible for taking annual leave upon completing sixty (60) working days of continuous employment with the District. New employees shall accrue leave in accordance with the above provisions, but may not take any such leave with pay for sixty (60) working days, except in the case of illness.

401.5 Leave Payment Upon Separation. Upon separation, employees shall be paid in full for all annual 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 initial probationary period. In the event of death, a regular employee's estate or beneficiary will be paid the full value of leave accrued and not taken.

401.6 Family Medical Leave.

Eligible employees may take Family Medical Leave in accordance with the Alaska Family/Medical Leave Act (~~AS 23.10.500-550~~) and the Medical Leave Act of 1993 (~~Public Law 103-3~~). A copy of the Anchorage School District's Family Medical Leave Policy is available upon request from the Human Resources Benefits Department. The ~~Human Resources~~ Benefits 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.

Additional information is available on the District's website or by contacting the District Leave Specialist.

402 OTHER PAID/PROFESSIONAL LEAVE.

402.1 Training and Staff Development. 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, Program Director, or designee.

402.2 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.

402.3 Civic Leave.

a. Elections. If an employee is unable to vote during off-duty time because of the work assignment by the District, the District will provide thirty (30) minutes during normal working hours to vote in federal, state, school board and municipal elections, without loss of pay to the employee. This Section applies only to those with regular shifts of five (5) or more hours per day.

b. Jury Duty and Legal Proceedings. Regular employees shall be provided paid leave for work time lost when called to serve on jury duty, provided that fees paid by the court (except travel and parking expenses) be remitted to the District. Service in court when subpoenaed as a witness shall be treated the same as jury duty, provided the employee is not a party to the action. A regular employee, who reports for jury duty, or who has been subpoenaed and is dismissed, shall report for work the remainder of the workday.

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 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 the Community. The advanced approval of the Superintendent is required before paid leave for civic duties may be granted.

403 LEAVE WITHOUT PAY. All requests for leave without pay must be approved by the Director of Student Nutrition. Up to ten (10) days may be authorized without advance notification, however all requests for leave without pay of longer than ten (10) days duration must be approved in advance. The employee shall inform the supervisor within five (5) working days of any change in leave status. There shall be no forced leave without compelling health or safety reasons.

Employees who lose District medical and life insurance coverage while on leave without pay must re-establish their medical and life insurance eligibility in accordance with Section 701.1 upon their return to work.

404 SICK LEAVE BANK.

404.1 Eligibility. An employee accruing leave shall contribute six (6) hours of leave yearly to the Sick Leave Bank. Those employees who have contributed six (6) hours leave during the current school year to the Sick Leave Bank are eligible for participation. Six (6) hours contribution to the Sick Leave Bank will occur automatically through payroll deduction during the first thirty (30) calendar days of each school year or during the first thirty (30) calendar days of employment each school year. ~~Anyone~~ **Newly hired employees** electing not to join the Sick Leave Bank will inform the Human Resources Department in writing within ten (10) days after ~~reporting date~~ **their date of hire**. Refusal to join the Sick Leave Bank will bar the employee from membership in or benefits from the Bank for ~~the~~ **their** period of employment with the School District unless notification **of their intent to participate** is received in the ~~Payroll Office~~ **Human Resources Department** in writing during the **annual** open enrollment period of September 1 - 10 ~~of each school year~~. **Employees electing to withdraw from participation in the Bank must inform the Human Resource Department in writing during the annual open enrollment period of September 1-10 of their intention to withdraw.** All leave donated to the Sick Leave Bank shall remain the property of the Bank.

404.2 Contribution Requirements. The leave days donated to the bank shall be cumulative from year to year. However, once the bank accumulates two thousand (2000) hours, contributions shall cease, except for new hires, until the bank goes below five hundred (500) hours at which time contributions shall resume as stated in 404.1, with the first six (6) hour contribution coming within thirty (30) calendar days.

404.3 Administration. The Sick Leave Bank will be administered jointly by a Committee of four (4) members: two (2) members appointed by the Union and two (2) members appointed by the School District. The joint Committee shall

develop and revise the criteria for the use of the sick leave. The sick leave days donated to the bank shall be cumulative from year to year. 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. The Committee may revise the accumulation levels at any time during this Agreement.

404.4 Sick Leave Bank Withdrawals. Utilizing leave from the Sick Leave Bank shall be for those employees with a serious physical or emotional debilitating illness that results in a prolonged absence of at least five (5) working days.

a. Hours from the Bank will not be granted to a member for an injury that is covered under the Workers' Compensation benefit in the negotiated Agreement or any other source.

b. All requests for sick leave drawn from the Bank must be accompanied by a physician's verification of serious illness indicating the period of time the employee will be unable to report to duty, and the date the employee will return to work. Application to the Sick Leave Bank will be made on the District Sick Leave Bank Application Form and forwarded with the doctor's statement to the Payroll Department.

c. Any employee who has donated leave to the Bank and who has exhausted all accumulated leave may make withdrawals, subject to approval by the Sick Leave Bank Committee, provided there is sufficient leave time available in the Bank.

d. Sick leave can only be drawn from the Bank during the time a member is on active duty pay status and accruing leave with the District. Hours can be withdrawn from the Bank only for an employee's regularly scheduled working days. Members must apply for withdrawals from the Bank within thirty (30) days after returning to work or prior to termination.

e. Any member who applies to the Sick Leave Bank will be eligible to receive from the Bank up to a maximum of eighty (80) hours per school year.

405 UNION LEAVE BANK.

405.1 Administration. A Union Leave Bank shall be administered by the District with a report of the balance and withdrawals provided to the Union upon request. An employee accruing leave shall contribute annually one (1) hour of annual leave to the Union Leave Bank. The contribution to the Bank will occur automatically through payroll deduction during the first thirty (30) calendar days of each school year or the first thirty (30) calendar days of employment. No contributions will be made to the Bank if the balance exceeds five hundred (500) hours at the beginning of the school year. If the balance is less than one hundred (100) hours at any time during the year, one (1) additional hour will be deducted from each Student Nutrition worker's annual leave accrual.

405.2 Withdrawal Requests. Withdrawal requests from the Union Leave Bank will be for the purposes of Agreement negotiations and Shop Steward training sponsored by the Union. Withdrawal requests from the Bank shall be authorized only by official Union representatives to the Director of Student Nutrition. Leave transferred to the Bank is final and not recoverable for credit to an employee's accrued leave.

405.3 Release of Employees. The release of employees for Union leave shall be handled the same as release for leave.

SECTION 500 SALARY SCHEDULE AND FINANCIAL BENEFITS

501 CLASSIFICATION PLAN. The classifications listed are recognized. During the term of this Agreement there may be a need to create or modify classifications or to reclassify employees. At the request of either party, the District and the Union Agent shall meet and confer for the purpose of establishing the appropriate placement for any newly created, modified, or reclassified employee. Supporting evidence is required prior to submitting any requests for change.

<u>Range</u>	<u>Work Classification</u>
K-1	Student Nutrition Assistant
K-2	Central Kitchen Assistant
K-3	<u>Assistant Middle School Manager</u>
K-4	
K-5	Cafeteria Manager I (Single Units)
K-6	Cafeteria Manager II (Manager with Assistant)
K-7	Cafeteria Manager, Alternative Site
K-8	Assistant High School Manager Mobile Cafeteria Manager
K-9	
K-10	Cafeteria Manager III Catering/Mobile Cafeteria Manager <u>Water Bottling Manager</u>
K-11	Cook and Baker
K-12	Cafeteria Manager IV (High Schools) Prepack Lead

502 WAGE SCHEDULE

Effective: July 1, 2006 through June 30, 2007

	A	B	C	D	E	F	G	H	I	J	K
K-1	40.30	40.82	41.07	41.33	41.59	41.85	42.10	42.36	42.45	42.53	42.62
K-2	40.56	41.07	41.33	41.59	41.85	42.10	42.36	42.62	42.71	42.79	42.88
K-3	40.82	41.33	41.59	41.85	42.10	42.36	42.62	42.88	42.96	43.05	43.13
K-4	41.07	41.59	41.85	42.10	42.36	42.62	42.88	43.13	43.22	43.30	43.39
K-5	41.33	41.85	42.10	42.36	42.62	42.88	43.13	43.39	43.48	43.56	43.65
K-6	41.59	42.10	42.36	42.62	42.88	43.13	43.39	43.65	43.74	43.82	43.91
K-7	41.85	42.36	42.62	42.88	43.13	43.39	43.65	43.91	43.99	44.08	44.16
K-8	42.10	42.62	42.88	43.13	43.39	43.65	43.91	44.16	44.25	44.33	44.42
K-9	42.36	42.88	43.13	43.39	43.65	43.91	44.16	44.42	44.51	44.59	44.68
K10	42.62	43.13	43.39	43.65	43.91	44.16	44.42	44.68	44.77	44.85	44.94
K11	42.88	43.39	43.65	43.91	44.16	44.42	44.68	44.94	15.02	15.11	15.19
K12	43.13	43.65	43.91	44.16	44.42	44.68	44.94	15.19	15.28	15.36	15.45

	L	M	N	O	P	Q	R	S	T	U
K-1	42.71	42.80	42.90	42.99	43.08	43.17	43.27	43.36	43.63	43.91
K-2	42.97	43.06	43.16	43.25	43.34	43.43	43.53	43.62	43.89	44.16
K-3	43.22	43.31	43.41	43.50	43.59	43.68	43.78	43.87	44.14	44.42
K-4	43.48	43.57	43.67	43.76	43.85	43.94	44.04	44.13	44.40	44.68
K-5	43.74	43.83	43.93	44.02	44.11	44.20	44.30	44.39	44.66	44.94
K-6	44.00	44.09	44.19	44.28	44.37	44.46	44.56	44.65	44.92	45.19
K-7	44.25	44.34	44.44	44.53	44.62	44.71	44.81	44.90	45.17	45.45
K-8	44.51	44.60	44.70	44.79	44.88	44.97	45.07	45.16	45.43	45.71
K-9	44.77	44.86	44.96	45.05	45.14	45.23	45.33	45.42	45.69	45.97
K-10	45.03	45.12	45.22	45.31	45.40	45.49	45.59	45.68	45.95	46.22
K-11	45.28	45.37	45.47	45.56	45.65	45.74	45.84	45.93	46.20	46.48
K-12	45.54	45.63	45.73	45.82	45.91	46.00	46.10	46.19	46.46	46.74

July 1, 2007 through June 30, 2008

	A	B	C	D	E	F	G	H	I	J	K
K-1	40.51	41.04	41.29	41.56	41.82	42.09	42.34	42.61	42.70	42.78	42.87
K-2	40.77	41.29	41.56	41.82	42.09	42.34	42.61	42.87	42.96	43.05	43.14
K-3	41.04	41.56	41.82	42.09	42.34	42.61	42.87	43.14	43.22	43.31	43.39
K-4	41.29	41.82	42.09	42.34	42.61	42.87	43.14	43.39	43.48	43.57	43.66
K-5	41.56	42.09	42.34	42.61	42.87	43.14	43.39	43.66	43.75	43.83	43.92
K-6	41.82	42.34	42.61	42.87	43.14	43.39	43.66	43.92	44.01	44.10	44.19
K-7	42.09	42.61	42.87	43.14	43.39	43.66	43.92	44.19	44.27	44.36	44.44
K-8	42.34	42.87	43.14	43.39	43.66	43.92	44.19	44.44	44.53	44.62	44.71
K-9	42.61	43.14	43.39	43.66	43.92	44.19	44.44	44.71	44.80	44.89	44.97
K10	42.87	43.39	43.66	43.92	44.19	44.44	44.71	44.97	45.06	45.15	45.24
K11	43.14	43.66	43.92	44.19	44.44	44.71	44.97	45.24	45.32	45.41	45.49
K12	43.39	43.92	44.19	44.44	44.71	44.97	45.24	45.49	45.58	45.67	45.76

	L	M	N	O	P	Q	R	S	T	U
K-1	42.97	43.06	43.15	43.25	43.34	43.44	43.53	43.62	43.91	44.19
K-2	43.23	43.33	43.42	43.51	43.61	43.70	43.80	43.89	44.17	44.44
K-3	43.49	43.58	43.67	43.77	43.86	43.96	44.05	44.14	44.43	44.71
K-4	43.75	43.85	43.94	44.03	44.13	44.22	44.32	44.41	44.69	44.97
K-5	44.02	44.11	44.20	44.30	44.39	44.49	44.58	44.67	44.96	45.24
K-6	44.28	44.38	44.47	44.56	44.66	44.75	44.85	44.94	45.22	45.49
K-7	44.54	44.63	44.73	44.82	44.91	45.01	45.10	45.20	45.48	45.76
K-8	44.80	44.90	44.99	45.08	45.18	45.27	45.37	45.46	45.74	46.02
K-9	45.07	45.16	45.26	45.35	45.44	45.54	45.63	45.73	46.01	46.29
K-10	45.33	45.43	45.52	45.61	45.71	45.80	45.90	45.99	46.27	46.54
K-11	45.59	45.68	45.78	45.87	45.96	46.06	46.15	46.25	46.53	46.81
K-12	45.85	45.95	46.04	46.13	46.23	46.32	46.42	46.51	46.79	47.07

Effective: July 1, 2008 through June 30, 2009

	A	B	C	D	E	F	G	H	I	J	K
K-1	10.72	11.26	11.52	11.79	12.06	12.33	12.59	12.86	12.95	13.04	13.13
K-2	10.99	11.52	11.79	12.06	12.33	12.59	12.86	13.13	13.22	13.31	13.40
K-3	11.26	11.79	12.06	12.33	12.59	12.86	13.13	13.40	13.48	13.58	13.66
K-4	11.52	12.06	12.33	12.59	12.86	13.13	13.40	13.66	13.75	13.84	13.93
K-5	11.79	12.33	12.59	12.86	13.13	13.40	13.66	13.93	14.03	14.11	14.20
K-6	12.06	12.59	12.86	13.13	13.40	13.66	13.93	14.20	14.29	14.38	14.47
K-7	12.33	12.86	13.13	13.40	13.66	13.93	14.20	14.47	14.56	14.65	14.73
K-8	12.59	13.13	13.40	13.66	13.93	14.20	14.47	14.73	14.82	14.91	15.00
K-9	12.86	13.40	13.66	13.93	14.20	14.47	14.73	15.00	15.10	15.19	15.27
K-10	13.13	13.66	13.93	14.20	14.47	14.73	15.00	15.27	15.36	15.45	15.54
K-11	13.40	13.93	14.20	14.47	14.73	15.00	15.27	15.54	15.63	15.72	15.80
K-12	13.66	14.20	14.47	14.73	15.00	15.27	15.54	15.80	15.89	15.98	16.08

	L	M	N	O	P	Q	R	S	T	U
K-1	13.23	13.32	13.41	13.52	13.61	13.71	13.80	13.89	14.19	14.47
K-2	13.49	13.60	13.69	13.78	13.88	13.97	14.08	14.17	14.45	14.73
K-3	13.76	13.85	13.94	14.05	14.14	14.24	14.33	14.42	14.72	15.00
K-4	14.03	14.13	14.22	14.31	14.41	14.50	14.61	14.70	14.98	15.27
K-5	14.30	14.39	14.48	14.59	14.68	14.78	14.87	14.96	15.26	15.54
K-6	14.57	14.67	14.76	14.85	14.95	15.05	15.15	15.24	15.52	15.80
K-7	14.83	14.92	15.02	15.12	15.21	15.31	15.40	15.50	15.79	16.08
K-8	15.10	15.20	15.29	15.38	15.48	15.58	15.68	15.77	16.05	16.34
K-9	15.37	15.46	15.57	15.66	15.75	15.85	15.94	16.04	16.33	16.62
K-10	15.64	15.74	15.83	15.92	16.02	16.12	16.22	16.31	16.60	16.87
K-11	15.90	15.99	16.10	16.19	16.28	16.38	16.47	16.58	16.86	17.15
K-12	16.17	16.27	16.36	16.45	16.55	16.65	16.75	16.84	17.13	17.41

Effective: July 1, 2009 through June 30, 2010

	A	B	C	D	E	F	G	H	I	J	K
K-1	11.22	11.76	12.02	12.29	12.56	12.83	13.09	13.36	13.45	13.54	13.63
K-2	11.49	12.02	12.29	12.56	12.83	13.09	13.36	13.63	13.72	13.81	13.90
K-3	11.76	12.29	12.56	12.83	13.09	13.36	13.63	13.90	13.98	14.08	14.16
K-4	12.02	12.56	12.83	13.09	13.36	13.63	13.90	14.16	14.25	14.34	14.43
K-5	12.29	12.83	13.09	13.36	13.63	13.90	14.16	14.43	14.53	14.61	14.70
K-6	12.56	13.09	13.36	13.63	13.90	14.16	14.43	14.70	14.79	14.88	14.97
K-7	12.83	13.36	13.63	13.90	14.16	14.43	14.70	14.97	15.06	15.15	15.23
K-8	13.09	13.63	13.90	14.16	14.43	14.70	14.97	15.23	15.32	15.41	15.50
K-9	13.36	13.90	14.16	14.43	14.70	14.97	15.23	15.50	15.60	15.69	15.77
K-10	13.63	14.16	14.43	14.70	14.97	15.23	15.50	15.77	15.86	15.95	16.04
K-11	13.90	14.43	14.70	14.97	15.23	15.50	15.77	16.04	16.13	16.22	16.30
K-12	14.16	14.70	14.97	15.23	15.50	15.77	16.04	16.30	16.39	16.48	16.58

	L	M	N	O	P	Q	R	S	T	U
K-1	13.73	13.82	13.91	14.02	14.11	14.21	14.30	14.39	14.69	14.97
K-2	13.99	14.10	14.19	14.28	14.38	14.47	14.58	14.67	14.95	15.23
K-3	14.26	14.35	14.44	14.55	14.64	14.74	14.83	14.92	15.22	15.50
K-4	14.53	14.63	14.72	14.81	14.91	15.00	15.11	15.20	15.48	15.77
K-5	14.80	14.89	14.98	15.09	15.18	15.28	15.37	15.46	15.76	16.04
K-6	15.07	15.17	15.26	15.35	15.45	15.55	15.65	15.74	16.02	16.30
K-7	15.33	15.42	15.52	15.62	15.71	15.81	15.90	16.00	16.29	16.58
K-8	15.60	15.70	15.79	15.88	15.98	16.08	16.18	16.27	16.55	16.84
K-9	15.87	15.96	16.07	16.16	16.25	16.35	16.44	16.54	16.83	17.12
K-10	16.14	16.24	16.33	16.42	16.52	16.62	16.72	16.81	17.10	17.37
K-11	16.40	16.49	16.60	16.69	16.78	16.88	16.97	17.08	17.36	17.65
K-12	16.67	16.77	16.86	16.95	17.05	17.15	17.25	17.34	17.63	17.91

Effective: July 1, 2010 through June 30, 2011

	A	B	C	D	E	F	G	H	I	J	K
K-1	11.52	12.06	12.32	12.59	12.86	13.13	13.39	13.66	13.75	13.84	13.93
K-2	11.79	12.32	12.59	12.86	13.13	13.39	13.66	13.93	14.02	14.11	14.20
K-3	12.06	12.59	12.86	13.13	13.39	13.66	13.93	14.20	14.28	14.38	14.46
K-4	12.32	12.86	13.13	13.39	13.66	13.93	14.20	14.46	14.55	14.64	14.73
K-5	12.59	13.13	13.39	13.66	13.93	14.20	14.46	14.73	14.83	14.91	15.00
K-6	12.86	13.39	13.66	13.93	14.20	14.46	14.73	15.00	15.09	15.18	15.27
K-7	13.13	13.66	13.93	14.20	14.46	14.73	15.00	15.27	15.36	15.45	15.53
K-8	13.39	13.93	14.20	14.46	14.73	15.00	15.27	15.53	15.62	15.71	15.80
K-9	13.66	14.20	14.46	14.73	15.00	15.27	15.53	15.80	15.90	15.99	16.07
K10	13.93	14.46	14.73	15.00	15.27	15.53	15.80	16.07	16.16	16.25	16.34
K11	14.20	14.73	15.00	15.27	15.53	15.80	16.07	16.34	16.43	16.52	16.60
K12	14.46	15.00	15.27	15.53	15.80	16.07	16.34	16.60	16.69	16.78	16.88

	L	M	N	O	P	Q	R	S	T	U
K-1	14.03	14.12	14.21	14.32	14.41	14.51	14.60	14.69	14.99	15.27
K-2	14.29	14.40	14.49	14.58	14.68	14.77	14.88	14.97	15.25	15.53
K-3	14.56	14.65	14.74	14.85	14.94	15.04	15.13	15.22	15.52	15.80
K-4	14.83	14.93	15.02	15.11	15.21	15.30	15.41	15.50	15.78	16.07
K-5	15.10	15.19	15.28	15.39	15.48	15.58	15.67	15.76	16.06	16.34
K-6	15.37	15.47	15.56	15.65	15.75	15.85	15.95	16.04	16.32	16.60
K-7	15.63	15.72	15.82	15.92	16.01	16.11	16.20	16.30	16.59	16.88
K-8	15.90	16.00	16.09	16.18	16.28	16.38	16.48	16.57	16.85	17.14
K-9	16.17	16.26	16.37	16.46	16.55	16.65	16.74	16.84	17.13	17.42
K-10	16.44	16.54	16.63	16.72	16.82	16.92	17.02	17.11	17.40	17.67
K-11	16.70	16.79	16.90	16.99	17.08	17.18	17.27	17.38	17.66	17.95
K-12	16.97	17.07	17.16	17.25	17.35	17.45	17.55	17.64	17.93	18.21

Effective: July 1, 2011 through June 30, 2012

	A	B	C	D	E	F	G	H	I	J	K
K-1	11.82	12.36	12.62	12.89	13.16	13.43	13.69	13.96	14.05	14.14	14.23
K-2	12.09	12.62	12.89	13.16	13.43	13.69	13.96	14.23	14.32	14.41	14.50
K-3	12.36	12.89	13.16	13.43	13.69	13.96	14.23	14.50	14.58	14.68	14.76
K-4	12.62	13.16	13.43	13.69	13.96	14.23	14.50	14.76	14.85	14.94	15.03
K-5	12.89	13.43	13.69	13.96	14.23	14.50	14.76	15.03	15.13	15.21	15.30
K-6	13.16	13.69	13.96	14.23	14.50	14.76	15.03	15.30	15.39	15.48	15.57
K-7	13.43	13.96	14.23	14.50	14.76	15.03	15.30	15.57	15.66	15.75	15.83
K-8	13.69	14.23	14.50	14.76	15.03	15.30	15.57	15.83	15.92	16.01	16.10
K-9	13.96	14.50	14.76	15.03	15.30	15.57	15.83	16.10	16.20	16.29	16.37
K10	14.23	14.76	15.03	15.30	15.57	15.83	16.10	16.37	16.46	16.55	16.64
K11	14.50	15.03	15.30	15.57	15.83	16.10	16.37	16.64	16.73	16.82	16.90
K12	14.76	15.30	15.57	15.83	16.10	16.37	16.64	16.90	16.99	17.08	17.18

	L	M	N	O	P	Q	R	S	T	U
K-1	14.33	14.42	14.51	14.62	14.71	14.81	14.90	14.99	15.29	15.57
K-2	14.59	14.70	14.79	14.88	14.98	15.07	15.18	15.27	15.55	15.83
K-3	14.86	14.95	15.04	15.15	15.24	15.34	15.43	15.52	15.82	16.10
K-4	15.13	15.23	15.32	15.41	15.51	15.60	15.71	15.80	16.08	16.37
K-5	15.40	15.49	15.58	15.69	15.78	15.88	15.97	16.06	16.36	16.64
K-6	15.67	15.77	15.86	15.95	16.05	16.15	16.25	16.34	16.62	16.90
K-7	15.93	16.02	16.12	16.22	16.31	16.41	16.50	16.60	16.89	17.18
K-8	16.20	16.30	16.39	16.48	16.58	16.68	16.78	16.87	17.15	17.44
K-9	16.47	16.56	16.67	16.76	16.85	16.95	17.04	17.14	17.43	17.72
K-10	16.74	16.84	16.93	17.02	17.12	17.22	17.32	17.41	17.70	17.97
K-11	17.00	17.09	17.20	17.29	17.38	17.48	17.57	17.68	17.96	18.25
K-12	17.27	17.37	17.46	17.55	17.65	17.75	17.85	17.94	18.23	18.51

502 WAGE SCHEDULE, cont'd.

Movement on Schedule. ~~On July 1, 2006 initial placement for all regular employees on the new salary schedule will be based on full years of experience as of July 1, 2006. Step movement in the following years of this Agreement shall occur on July 1, 2007~~ **2009, July 1, 2010** and July 1, ~~2008~~**2011**. To be eligible for step movement an employee must be hired prior to ~~December 31~~ **January 1** ~~in~~ **of** the year ~~preceding the~~ year in which the Agreement grants step movement. Employees who are promoted, who request a change to a lower classification or who are disciplinarily demoted shall be placed in the range of the new position and at their current step. **Employees who were at the "U" Step for 2008-2009 and will not receive step movement on July 1, 2009 shall receive a \$300 bonus payment issued no later than the first paycheck of November 2009.**

502.1 Wage Step Placement For New Employees. Upon initial hire with the District, employees shall be placed on the "A" step of the wage schedule and will remain there until eligibility requirements have been met and then advance in accordance with the new salary schedule.

502.2 Wage Step Placement Upon Re-Employment. The District has no obligation to rehire terminated employees. Former employees may apply for employment like any other out-of-district applicant. Employees who terminate and are rehired within one year will maintain the same step on the wage schedule held prior to leaving. Employees who are rehired after one year of termination may, at the District's discretion, be placed between the "A" step and the step held at the time of termination.

503 SPECIAL PAY REIMBURSEMENTS.

503.1 Shift Differential. Any regular employee (including a probationary employee) whose shift begins between the hours of 5:00 p.m. and 5:00 a.m. shall be compensated at twenty cents (\$.20) per hour above their normal rate of pay.

503.2 Freezer. Employees assigned by a manager/supervisor to work on a specific task for a period of fifteen (15) or more consecutive minutes in a walk-in freezer shall be compensated at the rate of twenty-five cents (\$.25) per hour above the normal rate of pay for a minimum of two (2) hours.

503.3 Uniform Allowance. The District will establish a process whereby those employees who are required to wear uniforms will be able to be provided with six (6) pieces of uniform clothing per year.

503.4 Training Pay. All cafeteria managers who are asked and agree to train other employees as cafeteria managers will be compensated at the rate of one dollar and fifty cents (\$1.50) per hour above their normal rate of pay when they are training.

In order to address staff and time constraints at Elementary sites, Cafeteria Manager I, Cafeteria Manager II and Cafeteria Manager Mobile employees will

receive an additional hour of pay over their regular budgeted hours on days when they are training other employees as cafeteria managers.

504 WORK IN A HIGHER CLASSIFICATION. No employee may perform duties of a higher classification unless directed by the proper authority. When so directed, the employee shall be paid at the rate of such classification, at their current step, for the time spent performing those duties. Employees assigned duties of a lower classification shall receive their normal wage rate for all such work.

505 OVERTIME/EXTENDED WORKDAY.

505.1 Conditions. The authorization for all overtime work must be approved in advance by the Director of Student Nutrition or designee. All work performed beyond eight (8) hours per day or forty (40) hours per week during the regular work week shall be paid at the rate of one and one-half (1-1/2) times the normal hourly wage. A normal day off, exclusive of in-service days, will be paid overtime.

a. Extra hours of work will be offered in the order of seniority within work classification at individual work units. Positions within a given range will be treated equally, provided that needed qualifications are held by the person selected for extra work.

1. **Extended Time: Food Center.** Extended time for the Cook, Baker, and Prepack Lead, will be offered by seniority, provided required training has been received and employees are able to perform the needed work.

(a) Should employees in these positions be unavailable, the work will be offered by seniority to Student Nutrition Assistants, if qualified.

2. **Extended Time: Units.** Overtime and extended time will be offered in the order of seniority within work classification at individual work units. In high schools, if an Assistant Manager is unable or unwilling to assume the duties and responsibilities of the Manager, the work will be offered to the most senior, qualified employee in the work unit.

505.2 School Year Special Function Pay.

a. If a Food Service employee wishes to volunteer their services (in lieu of pay) to a group, such wish must be expressed in writing and submitted to the appropriate Food Service coordinator for approval.

b. If there are no Food Service volunteers, special function work will be offered in the order of seniority within work classification at individual work units. Employees shall be paid at the rate of one and one-half (1-1/2) times the normal hourly wage for all special function work which results in a split schedule with a minimum break of one (1) hour between the

employee's regular shift and the special function. Employees working a special function split schedule shall be paid for a minimum of two (2) hours at the overtime rate, regardless of the actual hours worked. Special function work immediately following without any break from the employee's normal hours, which results in a total workday of eight (8) hours or less, is paid at straight time.

c. Special functions during the school year, sponsored by the Student Nutrition Department and worked while school is not in session, shall be paid at straight time. Evenings, weekends and designated holidays shall be paid in accordance with Sections 304.1, 503.1 and 505.1.

d. Sections 304.1, 505.1, 606.1, 606.2 shall not apply to volunteer work under this Section.

506 LONGEVITY/STABILITY RECOGNITION PAYMENTS.

506.1 Conditions. Longevity/Stability recognition payments shall be earned on a calendar year based upon the employee's seniority date as determined by Section 601, and adjusted by any leave without pay taken for longer than thirty (30) consecutive days. Longevity/Stability recognition payments shall apply to all wages earned by the employee. Longevity/Stability recognition payments will be applied to a calendar year salary covering the total wages earned during the period from January - December of a given year, and will normally be paid in January of the following year. Retiring employees **shall** ~~may elect to~~ receive stability recognition payments prorated to the actual date of retirement ~~upon written notification to the Payroll Department.~~ Longevity/Stability recognition applies only to all full-time or regular part-time employees.

506.2 Stability Payment for Five Years' Service. Upon attaining five (5) years of employment with the District, an employee earns, in addition to other earnings received, an annual lump sum payment amounting to three (3) percent of his/her annual earnings for the calendar year as provided in Section 506.1 above.

506.3 Stability Payment for Ten Years' Service. Upon attaining ten (10) years of employment, an employee's annual lump sum stability payment advances to six (6) percent of his/her earnings for the calendar year as provided in Section 506.1 above and continues at that rate for the duration of his/her employment with the District.

507 RETIREMENT.

507.1 Social Security. The District is a participant in the Federal Insurance Contribution Act (Social Security System) and Food Service employees of the District are subject to the provisions of said act, as amended.

507.2 Public Employee's Retirement System (PERS). All regular full-time and eligible regular part-time employees assigned to a regularly scheduled position of three (3) hours or more per day and fifteen (15) or more hours per week are

required to participate in a Public Employee's Retirement System (PERS) program toward which both the District and the employee must contribute. Employee contributions are made through regular payroll deductions. Participation in the State of Alaska retirement program is mandatory for all eligible District employees. Participation and benefits shall be subject to the terms and conditions established by PERS. Upon termination, any participant who does not achieve vested retirement status will be reimbursed his/her contribution, plus any interest that has accrued upon proper application to the State of Alaska Public Employees' Retirement System. For reports on retirement status and payments, inquiries should be addressed to: Department of Administration, Public Employees' Retirement System, Pouch CR, Juneau, Alaska 99811.

508 CLOSURE PAY. Food Service employees will not be required to report if schools are closed before the beginning of the normal school day. Should the District declare schools closed for any reason before the beginning of a normal school day, other than job action by this or any other work unit, all Food Service employees, except those on bona-fide leave, will be paid at their normal rate of pay for one-half (1/2) the work hours plus any time actually worked and approved by their supervisor, not to exceed their normal shift hours. If schools are closed early after the beginning of the school/work day, all Food Service employees, except those on bona-fide leave, will be paid at their normal rate of pay for hours scheduled for that day.

509 PILOT PROGRAMS. The District may elect to establish pilot programs (e.g. breakfast programs) which increase the employee's work hours for a period of up to one (1) calendar year. Benefit eligibility will be in accordance with Section 701.1.

- a. Once a decision is made to begin a pilot program, selection of employee(s) to assume additional duties and/or hours, will be based upon seniority among those qualified within the work unit.
- b. If, at the conclusion of the Pilot Program a decision is made to maintain the program, the person assuming the additional duties/hours shall remain in the position and the higher hour position shall not be posted.

510 CHANGE IN WORK HOURS. If job duties change to the extent that work hours will be either added or reduced, affected employees will be provided thirty (30) days notice. In the event additional hours are added, causing the senior employee to receive health/welfare benefits, their position will not be bid unless the position is vacant. Affected employees whose hours are scheduled for reduction will have an opportunity to appeal to the Student Nutrition Director, or designee, and shall have the right to representation. A written response to the appeal will be provided to the employee; in the event the appeal is denied, reasons will be provided.

511 SUMMER PROGRAM. In the event the District sponsors a summer work program where food service will be required, positions for this program will be filled in the following manner:

~~By May 1st of each school year the Student Nutrition Department will notify all Food Service employees, via e-mail or interschool mail, of summer work availability.~~ **Within ten (10) workdays of the Student Nutrition Department notice of a District-sponsored summer program, the Student Nutrition Department will notify all Food Service employees, via e-mail, interschool mail, or by phone of summer work availability.** The notice shall include the location, hours, and anticipated duration of the position. Manager classifications will be filled by seniority with those currently working in the classification. Should there not be sufficient manager applicants for the classification needed, the manager classifications shall be filled by the most senior employee **in another manager or assistant manager classification** who meets the minimum qualifications for the position, who expressed an interest to work the summer program. All other classifications will be filled by seniority. Employees will be paid at the rate of the classification worked in the summer program at their then current step. Food Service employees filling these positions must commit to work for the entire job assignment. No leave will be granted during an assignment to the summer program, except for legitimate medical reasons.

Unfilled summer work program positions may be filled by non-Bargaining Unit employees. The District will not be required to piecework assignments together with Bargaining Unit and non-Bargaining Unit employees. Holidays will be paid in accordance with Section 300 and overtime will be paid in accordance with Section 505.

Any exception to the above shall be mutually agreed to by the District and the Union.

512 SUPPLEMENTAL WORK PROGRAM. In the event of a non-District sponsored supplemental work program where food service will be required, positions for this program will be filled in the following manner:

Within ten (10) workdays of the Student Nutrition Department notice of a non-District sponsored supplemental work program, the Student Nutrition Department will notify all Food Service employees, via e-mail, or interschool mail, **or by phone**, of supplemental work availability. The notice shall include the location, hours, and anticipated duration of the position. Manager classifications will be filled by seniority with those currently working in the classification. Should there not be sufficient manager applicants for the classification needed, the manager classifications shall be filled by the most senior employee **in another manager or assistant manager classification** who meets the minimum qualifications for the position, who expressed an interest to work the supplemental program. All other classifications will be filled by seniority.

Employees will be paid at the rate of the classification worked in the supplemental program at their then current step. Employees filling these positions must commit to work for the entire job assignment. No leave will be granted during an assignment to a supplemental program, except for legitimate medical reasons.

Unfilled supplemental work program positions will be filled by non-Bargaining Unit employees. The District will not be required to piecework assignments together with Bargaining Unit and non-Bargaining Unit employees.

Holidays will be paid in accordance with Section 300 and overtime will be paid in accordance with Section 505. The regular workweek may not be Monday through Friday, but will be based on the requirements of the supplemental work position. Any exception to the above shall be mutually agreed to by the District and the Union.

513 CATERING PROGRAM. The District may elect to establish a catering program utilizing food service employees. This unique food service program requires additional employee training, specialized food preparation, event setup, and serving requirements, as well as unusual event times and locations. Positions for this program will be filled in the following manner:

Positions for this specialized program will be filled first by employees from the Central Kitchen skilled in the area of need; then, by seniority, by employees from the Central Kitchen who meet the qualifications and who are willing to work in the program. Any remaining unfilled positions will be advertised district-wide and filled by seniority.

Employees will be paid at the rate of the classification worked in the catering program at their then current step.

Holidays will be paid in accordance with Section 300, and overtime will be paid in accordance with Section 505.

Any exception to the above shall be mutually agreed to by the District and the Union.

514 HOURS OF WORK REVIEW. If a cafeteria manager is unable to complete the assigned tasks in the hours allotted to the position on a consistent basis, the employee may request, in writing, a review by the supervisor. The employee may forward a copy of the written request to the Union. The District will conduct a review as soon as practical and hours shall be adjusted as determined by the District.

SECTION 600 EMPLOYMENT AND WORKING CONDITIONS.

601 SENIORITY. The District and the Union accept the principle that employee seniority shall be defined as the employee's unbroken, continuous service in the Bargaining Unit. Temporary and/or substitute employee experience does not apply toward seniority.

601.1 Acquisition of Seniority. Each new employee shall be hired as a probationary employee until the end of a probationary period of sixty (60) working days. The probationary period may be extended by mutual agreement between the District and the Union. Upon completion of such period, employees shall be considered as regular employees and shall have seniority dating from their date of hire. There shall be no requirement that the District reinstate or rehire probationary employees if they are discharged during the probationary period.

601.2 Breaking Ties in Seniority Dates. When two (2) or more employees are assigned the same hire date, the date each submitted an application for employment shall determine seniority. If a tie still exists between two (2) or more employees, the time date stamped on the employment application shall determine seniority. If a tie still exists seniority rank will be determined by the last four (4) digits of their Social Security numbers; the person with the highest number shall be the most senior. This procedure shall apply in all determinations of seniority.

601.3 Seniority Lists. Once each month the District will post, at all staffed work sites, an up-to-date seniority list of employees covered by this Agreement and will furnish copies of such lists to the Union's Business Representative.

601.4 Termination of Seniority. Seniority will be terminated and the District/employee relationship shall be severed by the following conditions:

- a. Discharge;
- b. Layoff of more than twelve (12) months' duration;
- c. Resignation;
- d. Failure to return from leave of absence, vacation, or layoff on agreed date, unless approval has been obtained by the District or otherwise mutually agreed upon by both the Union and the District; and
- e. Non-excused absence of more than three (3) consecutive days unless satisfactory evidence of inability to report has been shown.

601.5 Seniority from other Bargaining Units. Seniority from other bargaining units shall not be transferred with an employee who becomes a Student Nutrition employee.

602 EMPLOYEES

602.1 Definitions:

a. **Regular Employees.** Regular employees are those persons holding budgeted positions for three (3) or more hours per day for a minimum of nine (9) months per fiscal year. Unless otherwise indicated, the word employee shall mean "regular employee". Regular employees are covered by this Agreement.

1. **Initial Probationary Period.** All new regular employees shall serve a sixty (60) workday probationary period upon initial appointment. During this initial probationary period employees may request transfer or promotion to another position **within the bargaining unit.**

b. **Substitute Employees.** Substitute employees are employees hired and assigned for the purpose of filling positions made vacant by the temporary absence of a regular employee. Substitute employees are not covered by this Agreement.

c. **Temporary Employees.** Temporary employees are employees assigned to work fewer than three (3) hours per day or to provide extra help to regular employees. Any temporary employee who works more than seventy-five (75) hours per month for two (2) consecutive months will become a regular employee.

602.2 Conditions.

a. Regular employee vacancies will first be advertised within the Bargaining Unit, and then to temporary Student Nutrition employees, before going to the general public.

b. The District will not hire temporary employees to replace regular employees; nor utilize, for example, two (2) two-hour employees in place of a 4-hour employee, etc.

c. No Bargaining Unit member shall suffer a loss of hours/benefits due to the hiring of a temporary employee.

d. Temporary employees will not be used at the Food Center.

e. Temporary employees will not be assigned to Bargaining Unit positions until the work performed by the absent employee is offered to Bargaining Unit members at the site, in accord with this Agreement.

f. Temporary employees will be eligible for Bargaining Unit membership after two (2) consecutive years in those positions.

602.3 Fringe Benefits. Only regular employees are eligible for fringe benefits under this Agreement. Temporary employees shall not be entitled to fringe benefits, except for those mandated by law.

602.4 Staff Distribution. Barring any unforeseen fiscal exigencies or highly unusual circumstances, the District will attempt to maintain at least the current number of positions as now distributed across the wage ranges within the Bargaining Unit. The District will discuss with the Union its need and rationale for eliminating positions prior to issuance of any layoff notices.

603 HOURS OF WORK/WORK REQUIREMENTS.

603.1 Definition. The normal workweek shall be five (5) consecutive days per week, Monday through Friday. Student Nutrition employees are defined as hourly employees and shall be paid by the number of hours worked per week.

603.2 Reporting to Work/Not Put to Work. Employees reporting to work and not put to work shall receive pay for a full shift, up to a maximum of four (4) hours, except in case of the following:

- a. they are notified by their supervisor at the end of their previous shift or two (2) hours prior to the start of their shift not to report to work;
- b. an employee is judged by the supervisor to be unfit for duty;
- c. the employee is returning from leave and has not given notice in accord with the terms of 401.2(a) herein.

603.3 When a Regular Shift is Started. When a regular shift is started, no less than a full shift shall be allowed.

603.4 Standby. When employees are required to stand by for causes beyond their control, no time shall be deducted for this period and the finishing time, or shift, shall not be extended to make up the lost time.

603.5 Clothing. Employees are expected to wear clean and appropriate clothing. Any employees expected to wear specific clothing and uniforms will receive a uniform allowance as specified in Section 503.3 of this Agreement.

603.6 School to School Travel. Employees required to transfer/travel from workplace to workplace during the same day to conduct District business, shall be compensated for such time worked.

603.7 Work by Non-Bargaining Unit Employees. With the exception of substitute employees, temporary employees and students who are trained and supervised by Student Nutrition personnel, as well as administrators and faculty for hands-on, on-the-job experience with students and for promotional purposes, there are to be no food service duties performed by non-Bargaining Unit employees. Such duties being the preparation and serving of foods, collection of all monies, cleaning and sanitation in food preparation areas, as well as record keeping associated with these duties, i.e., order forms, tickets, charge slips as assigned, cash reconciliation, daily meal forms, evaluations (not including supervisory evaluations), inventories, etc.

604 LUNCH PERIOD. No employee will be required to work for more than four (4) hours without a thirty (30) minute, unpaid, duty-free lunch period. Whenever operational considerations allow, particularly during rush periods, lunch periods will be scheduled by supervisors at times convenient to employees. However, employees who complete normal shifts prior to scheduled lunch periods cannot be required to remain at the work site during said lunch periods.

604.1 Restrictions. Lunch periods may not be used for making up time nor may an employee arrive late or leave early in lieu of taking a lunch period.

605 REST PERIODS.

605.1 Eligibility. Employees working four (4) hours per day are entitled to one (1) rest period of not less than fifteen (15) minutes as part of the regular paid working day. Employees who work six (6) hours or more per day shall be allowed one (1) uninterrupted break not to exceed fifteen (15) minutes during the first half of the shift and fifteen (15) minutes during the second half of the shift.

605.2 Scheduling of Rest Periods. The scheduling of rest periods should be done by the employee's supervisor at times convenient to the employee; however, the scheduling of rest periods must accommodate the efficient operation of food service duties, particularly during rush periods.

605.3 Restrictions. Rest periods may not be used for making up time nor may an employee arrive late or leave early in lieu of taking his/her rest period. An employee must remain ~~in~~ **at** the building during rest periods unless specifically excused by the supervisor.

606 VACANCIES.

606.1 Definitions.

a. **Vacancy.** A vacancy may be created as a result of a resignation, termination, transfer, promotion, or newly created position. All open or vacant positions to be filled while school is in session, but before the last week with students, shall be advertised throughout the Food Service Bargaining Unit for not less than three (3) workdays. Applications shall be in writing on the prescribed form and must be received at the Anchorage School District Human Resources Department by close of business on the third (3rd) posting day. Those vacancies that occur during the last week of school and during the summer shall be filled in accordance with the procedures outlined in '1.' below. The open/vacant position announcement notice for the Food Service Bargaining Unit positions shall contain, but not be limited to, the job title, work unit, hours of work, wage rate, closing date, position requirements, job duties, and instructions for submitting the application. A copy of all such notices shall be mailed or faxed upon distribution to the Union at 520 E. 34th Ave., Anchorage, Alaska 99503.

1. A roster of employees covered by this Agreement will be circulated in April of each school year. This roster will permit employees to indicate their desire for lateral, promotional, and reduction (because of work hours) transfers during the summer. Before a vacancy is advertised outside the Bargaining Unit, the summer roster will be checked, and eligible employees will be offered available positions and their paperwork completed during the week before school starts. If there is no eligible Bargaining Unit employee, the position may be advertised outside the Bargaining Unit at any time during the summer in accordance with the procedures in 606.1(a.). Prior to summer

break, a copy of the annual summer roster will be provided to the Business Representative.

b. **Promotion.** A promotion is the advancement to a higher classification within the Bargaining Unit classification plan. The District will make every effort to fill vacancies from within the Bargaining Unit, provided the employee is qualified and competent to perform the essential job functions of the vacancy.

c. **Promotion Eligibility.** Promotion eligibility shall be determined on the basis of seniority and minimum qualifications to perform the job. The senior applicant for a promotion shall be given a screening interview to determine whether or not minimum qualifications are met. That interview may include various exercises which are appropriate to the position sought. The applicant shall be invited to address each requirement of the Position Vacancy Announcement. Should the applicant be judged unqualified, a review meeting may be scheduled between the supervisor, applicant, shop steward and/or Union representative. If informal discussions do not resolve the issue, the applicant may file a grievance. Applicants will be given notification of qualification for the position within three (3) business days after completion of the interview.

d. **Student Nutrition Workers Employed for Less than Fifteen (15) Hours per Week.** When positions in the Bargaining Unit are advertised, Student Nutrition workers employed for less than fifteen (15) hours per week will be allowed to apply for vacant positions at the same time as Bargaining Unit members. Their applications will not be considered unless there are no Bargaining Unit members who have applied for a vacant position. If no Bargaining Unit members apply, Student Nutrition workers employed for less than fifteen (15) hours will be considered, and if qualified, offered the position based on their employment date with the District, before the vacancy notice is provided to the general public.

606.2 Filling of Vacancies. All positions shall be filled by order of seniority and minimum qualifications to perform the job duties of the advertised position amongst those Union members who apply during the internal posting period, provided their work performance is overall acceptable (no disciplinary or corrective activity in progress). If no qualified applicants apply during the internal posting period, then the position will be filled during an external posting period in accordance with established District procedures regarding advertising, interviewing, and selection.

606.3 Probationary Period on Promotions. An employee who is promoted to a higher classification shall serve a new sixty (60) workday probationary period in the higher classification. In the event that the employee does not perform satisfactorily in the higher classification, the employee shall be entitled to return to their former position, or if filled, the first available, comparable position.

607 DEMOTION. An employee who received an involuntary demotion shall enter the new range at the step closest to, but not more than, the employee's salary in the higher

range, except in cases of disciplinary demotion. The first offer of an opening at the previous step and range must be accepted. If refused, the District has no further obligation to provide a position to the employee.

607.1 Layoff and Recall Procedures.

Layoff Alternatives. The District will meet and confer with the Union prior to issuance of layoff notices to employees. Suggested alternatives to layoff may be discussed and considered. Possible alternatives that the Union may propose include but may not be limited to: compensation rollbacks, voluntary unpaid leave, or voluntary reductions in work day or year.

Layoff Counseling. Employees identified for layoff may, upon request, confer with District management to determine specific qualification needs with respect to particular position titles and job opportunities District-wide. The District will assist in outlining a suggested course of study for addressing such needs.

Layoff Procedures.

a. If the District determines to reduce or abolish positions within the Bargaining Unit, the least senior employee holding a position title shall be laid off first and the most senior employee holding a position title shall be laid off last. A laid off employee may choose to return to the position of the least senior employee in a position title previously held, provided the employee is more senior than the incumbent. No employee shall be laid off as a result of his/her work being contracted out.

b. Affected employees shall be given a minimum of thirty (30) calendar days advance notice prior to the date of layoff.

c. If the District determines to reduce assigned work hours within a classification, the following procedures will apply:

1. The least senior employee within a position title at the location designated for a reduction in hours shall be the first to have a reduction in hours.

2. The most senior employee within a position title at the location designated for a reduction in hours shall be the last to have a reduction in hours.

3. There shall be no bumping of junior employees by employees whose hours have been reduced except:

(a) when the reduction results in a loss of more than two (2) hours per day or

(b) when the reduction will result in loss of District medical insurance benefits.

d. An employee eligible to exercise bumping rights may assume the duties and hours of assignment of the least senior employee within the same position title or a position title for which the bumping person is qualified. These bumping rights will be Bargaining Unit wide and will be limited to positions of equal or closest compensation.

e. The employee displaced by bumping shall have bumping rights as described in 1 above, if eligible under the provisions of the Reduction in Hours Section 3, (a) and (b).

Recall Procedures.

a. Recall shall occur in order of seniority by position title. Employees in layoff status shall retain rights to recall for a period of twelve (12) months. Reinstated employees shall retain their full seniority, shall not serve an initial probationary period, shall not receive credit for movement on the wage schedule for the layoff period unless having worked for more than half of the school year. An employee working less than half (1/2) of the school year shall retain step placement at the time of layoff.

Employees who had medical benefits at time of layoff, and who are recalled to a medical benefits eligible position, shall receive benefit coverage on the first day of the month following their return to work from layoff status.

b. Employees in layoff status shall be given preferential consideration for any Bargaining Unit vacancy for which they qualify if:

1. laid off from the position title or;
2. on the position title eligibility list or;
3. previously held and worked position title in the last three (3) years.

c. Employees who choose to return to a different pay range and or position title shall retain recall rights as identified in Recall Procedures to the position title from which they were laid off. Employees who reject recall to the position title from which they were laid off having the same or more hours shall relinquish all rights provided in this Agreement and shall have no further rights of recall. Rejection of a position in the same pay range with fewer hours per pay period shall not remove recall rights nor will rejecting a position in another pay range.

d. Recall shall be by written certified notice, return receipt requested, to the employee's last known address on file with the Human Resources Department and Student Nutrition Administration and shall require that the employee accept or reject recall within three (3) workdays after the delivery date or proof of non-delivery. Employees accepting recall shall have two (2) weeks from the acceptance of the position to return to work. Should special circumstances prevent a return to work within two (2)

weeks, the employee shall notify the Human Resources Department and Student Nutrition Administration and arrange a return date acceptable to the District. Failure to return to work within the agreed upon time or response to the certified letter shall be considered a voluntary termination. It shall be the employee's responsibility to keep the Human Resources Department and Student Nutrition Administration informed of current phone number and address.

e. Recall during school summer vacation: An employee may elect to become ineligible for recall during the school summer vacation period by notifying the Human Resources Department and Student Nutrition Administration in writing, designating the period of time of ineligibility. No attempt will be made to contact these employees with respect to positions that normally would have been available to them. If this option is exercised, upon return to eligible status, the employee will be placed in recall status where seniority warrants, and will have no right to bump a less-senior employee out of a position that was filled during the chosen ineligibility period. In the event an employee does not elect the above option, Recall Procedures (D) will apply.

608 DISCIPLINE AND DISCHARGE.

608.1 The District will have the right to discipline and/or discharge an employee for just cause. The District will take into consideration, prior to taking disciplinary discharge action, 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 file. Employees are entitled to representation in any discipline conference.

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

608.3 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:

a. 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.

b. The District agrees to administer disciplinary action and discharge equitably without discrimination against any one particular employee.

c. The District agrees to explore various alternatives available for disciplinary action prior to discharge of any employee.

609 VEHICLE USAGE. Any regular employee who is required by their supervisor to use his/her personal car to conduct District business shall be compensated for wear and tear on the vehicle at the approved rate per mile established by the Internal Revenue Service. The employee shall be required to carry the minimum liability insurance specified by statute. Mileage reimbursement will may be turned in ~~only once per school year, on~~ **monthly. Any remaining mileage reimbursement for the year is due no later than** the last school day when moneybags and paperwork are brought into the Student Nutrition office. **turned in to the designated sites.**

610 EVALUATIONS. The evaluation process will include an employee/supervisor conference within the first thirty (30) days after employees return from summer break. This conference shall be used as a tool for growth, development, and if necessary, correction of job-related problems or job-related issues wherein the employee needs to continue to grow and develop. Beginning of the year conferences will be scheduled with employees in advance for a designated period and conducted in a private setting.

a. An **electronic** evaluation shall be completed not less than fifteen (15) working days prior to the end of each school year by the District and used as a constructive tool to inform the employee of specific job related strengths and/or weaknesses. Evaluations will be given in a constructive manner to enhance and improve individual performance while focusing on performance and work related behaviors. ~~Plans for improvement may, however, be given at any time.~~

b. ~~Each employee shall receive a copy of the completed evaluation, which shall be discussed between the employee and the evaluator. The employee shall sign the evaluation and shall be given the opportunity to disagree by checking the appropriate box on the evaluation form indicating disagreement. If the employee disagrees with the evaluation, written comments by the employee concerning the method or areas of disagreement are required within fifteen (15) working days and shall be attached to all copies of the evaluations.~~

Employees are required to acknowledge their evaluation by electronic signature within five (5) workdays of receipt. If an employee has not acknowledged the electronic evaluation within the five-workday time period, the evaluation shall be continued through the normal evaluation process without the employee's electronic signature. The employee has the right to add comments to the evaluation before signing it. The employee's electronic signature on the evaluation does not indicate the employee's concurrence unless so noted. All evaluations will be electronically filed in Human Resources by July 1 of each year.

c. Only the procedures governing the evaluation process may be grieved.

SECTION 700 INSURANCE

701 HEALTH INSURANCE.

Health insurance benefits shall be described in the School District's Master Health Policy summary plan description as periodically amended, and will be prepared and distributed at District expense. Contributions made for health insurance may only be used for the District's comprehensive health benefits plan.

701.1 Eligibility. Health insurance benefits shall be described in the School District's Master Health Policy as periodically amended, and will be prepared and distributed at District expense. Employees assigned to positions of thirty (30) hours or more per week shall be eligible for health insurance coverage under the District's benefit plan. Coverage shall begin on the first workday day of the month following attainment of eligibility. Eligibility is attained after a waiting period of ninety (90) calendar days for employees who do not currently have health benefit coverage with one of the District employee benefit plans. When employees become benefit eligible, the District will make contributions to the health benefits plan equal to the three-month waiting period. Only those employees assigned to positions of twenty-five (25) hours or more per week shall be eligible for health insurance coverage under the District's benefit plan. Employees whose work hours are increased to twenty-five (25) thirty (30) or more hours per week must fulfill the ninety (90) calendar day waiting period requirement before becoming benefit eligible.

Eligibility requirements for life insurance benefits for new-to-district employees are the same as those for medical insurance benefit eligibility.

701.2 Benefits Contributions.

The District shall contribute ~~\$750.00~~ \$1060.00 per month toward health benefits for each eligible employee for the ~~2006-2007~~ 2009-2010 year. The amount of District contribution shall be increased to ~~\$800.00~~ \$1180.00 per month/per employee for the ~~2007-2008~~ 2010-2011 year and to ~~\$850.00~~ \$1300.00 per month/per employee for the ~~2008-2009~~ 2011-2012 year. During the term of this Agreement the amount of monthly contribution provided by the District shall in no case be less than the highest monthly contribution provided for any other employee group participating in the School District's Master Health Policy employee health benefits plan.

701.3 Waiver of Coverage. Employees who choose to waive health insurance coverage under the District's benefits plan must provide proof of health insurance coverage from another health insurance provider. In the event an employee voluntarily waives out of the District health benefits plan, the District's obligation of contributions, in accordance with Section 701.2 and federal policy, shall continue to apply. District contributions for these employees shall be paid to the health benefits plan.

701.4 Health Benefits Task Force. The District will continue to convene a Health Benefits Task Force for the purpose of establishing health insurance priorities for covered employees. Bargaining Unit members will be represented on the Task Force.

701.35 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.

701.46 COBRA Protection. Employees who lose their eligibility for health benefits for any reason, such as unpaid leave, layoff, or termination of employment other than retirement or gross misconduct, may elect to pay the full cost of the health program provided through COBRA, according to its provisions.

~~702 RETIREE MEDICAL INSURANCE.~~

~~**702.1 Eligibility.** All employees who are covered under the District's health program at the date of termination and who become eligible for retirement benefits under PERS at the date they terminate active service with the District shall become eligible to receive the District's medical, dental, audio and visual benefits, supplemental to the medical program of the State of Alaska for retirees, both at the retiree's expense. Eligibility to receive these benefits becomes effective on the date retirement benefits start.~~

~~**702.2 Exceptions.** Employees who choose to defer their retirement benefits will not later become eligible to enroll under the District's group medical program.~~

~~703 702 LIFE INSURANCE.~~

~~**703.1 702.1 Employee Life Insurance.** The District shall provide on a fully paid basis, group term life insurance for each employee in an amount equal to three (3) times the employee's annual salary rounded to the next highest \$1,000 payable to the employee's designated beneficiary, but in no event shall such insurance be less than \$5,000 in accordance with the insurance policy between the District and its carrier. Accidental death or dismemberment insurance will be provided in an additional amount equal to the face amount of the life insurance. Upon termination, an employee may elect to exercise conversion privileges as stated in the ~~Master Policy~~ District's insurance policy.~~

~~**703.2 702.2 Dependent Life Insurance.** The District shall make available dependent life insurance coverage in the amount specified in the table contained in the ~~Master Policy Agreement~~ insurance policy between the District and its insurance carrier, but not less than \$5000. The premiums shall be paid by the employee. Upon termination, an employee may elect to exercise conversion privileges as stated in the ~~Master Policy~~ insurance policy.~~

~~**704703 WORKERS' COMPENSATION.** The District shall provide Workers' Compensation for on-the-job employees' injuries in the amount and coverage prescribed by Statute. Additionally, the first three (3) days of time lost due to an occupational injury which is covered by Workers' Compensation but may not be compensable, may be paid leave and deducted from the employee's accrued annual~~

leave, at the employee's option. The employee must notify the supervisor as soon as possible when such time is lost so that the leave request may be submitted promptly on the employee's timecard/record.

704.1 703.1 The District will continue to make health insurance available while an individual is on Workers' Compensation during that period of time covered by FMLA, and will continue the District contribution during that time provided the employee continues to make the elected co-payments. The premiums for 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 shall continue to be paid by the employee.

704.2 703.2 An employee who is disabled as a result of a work related injury shall have return rights to the former or an equivalent position for a period of one (1) year.

705704 LIABILITY PROTECTION. The District shall provide each employee with liability protection for damages of any kind incurred by the employee within the scope of the performance of the employee's duties.

SECTION 800 GRIEVANCE PROCEDURES

801 PURPOSE. The purpose of this procedure is to provide a framework within which employees may work toward solving problems as they arise and to guarantee fair treatment to all parties. Parties to a disagreement shall initially attempt to resolve such problems at the lowest possible level through informal and free communication.

802 GRIEVANCE DEFINITIONS.

802.1 "Grievance" shall mean any allegation filed under the terms of this Section that there has been a violation, misapplication, or misinterpretation of this Agreement.

802.2 "Grievant" shall mean an employee or group of employees who initiate a complaint alleging that the employee or group of employees have been directly injured through a violation, misinterpretation, or misapplication of this Agreement.

802.3 "Parties" shall mean the grievant(s) and the District.

803 GRIEVANCE PROCEDURE.

803.1 A grievance must be filed within twenty (20) workdays of the occurrence or such time the grievant knew or should have known of the alleged act(s) or

action(s) on which the grievance is based. The grievant must be present at Level One and may be present at all other steps.

803.2 If time limit extensions become necessary, the extensions are to be kept to a minimum and must be mutually consented to in writing by the parties prior to the expiration of the time limit.

803.3 No reprisals shall be taken against an employee for processing a grievance or participating in the grievance procedure.

803.4 Grievances and materials created from the grievance process shall not be filed in official personnel files but will be kept in the files of the Contract Administration Department.

803.5 A party to a grievance may call and present witnesses at any grievance level. Witnesses shall be released from work as necessary without loss of pay or benefits if the hearing is scheduled during the workday of the witnesses.

803.6 If both parties agree, a grievance may be heard by the Superintendent prior to arbitration.

803.7 Failure of the Union to process a grievance in the time frame stipulated shall constitute abandonment of the grievance. Any abandoned grievance shall not constitute a precedent.

803.8 Grievance Levels.

Level One.

a. An employee with a grievance may initiate the grievance procedure by submitting a written statement of grievance to the immediate supervisor. If the grievance is outside the jurisdiction of the immediate supervisor, the grievance will be initiated at Level Two within the same time limits of Level One.

b. The immediate supervisor shall meet with the grievant and representative within ~~five~~ **ten (10)** workdays of receipt of a statement of a grievance. The immediate supervisor shall set the time of the meeting at a mutually convenient time.

c. A Union representative or any other person may accompany the grievant at the Level One meeting, however, only the Union representative may speak on behalf of the grievant if requested to do so by the grievant.

d. The immediate supervisor shall render the decision in writing within ~~five~~ **ten (10)** workdays of the Level One meeting to the grievant and the Union.

Level Two.

- a. If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may choose to file the grievance in writing to the Director of Student Nutrition, or designee, within ~~five (5)~~ **ten (10)** workdays of the receipt of the Level One decision or due date of that decision.
- b. Within ~~five (5)~~ **ten (10)** workdays of receipt of the written appeal, the Director of Student Nutrition, or designee, may meet with the grievant and representative(s) or any other persons in an effort to resolve the grievance.
- c. The Director of Student Nutrition, or designee, shall render a written decision within ~~five (5)~~ **ten (10)** workdays of the Level Two meeting to the grievant and the Union.

Level Three.

- a. If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may choose to file the grievance in writing to the Contract Administration Department within ~~five (5)~~ **ten (10)** workdays of receipt of the Level Two decision.
- b. Within ~~five (5)~~ **ten (10)** workdays of receipt of the written appeal, the Contract Administration Department shall meet with the grievant and representative(s) or any other persons in an effort to resolve the grievance.
- c. The Contract Administration Department shall render a written decision within ~~five (5)~~ **ten (10)** workdays of the Level Three meeting to the grievant and the Union.

Level Four.

- a. If the grievance is not satisfactorily resolved at Level Three, the Union shall file, within ten (10) workdays of the receipt of the Level Three decision, a request for arbitration with the Contract Administration Department.
- b. The District and the Union shall mutually select the arbitrator within ten (10) workdays of the arbitration request by the Union. The arbitrator shall be selected by striking names from a pre-determined list developed jointly by the Union and the District.
- c. The arbitrator's function is to interpret and apply this Agreement and pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement nor shall have any authority to make any decision which

requires the commission of an act prohibited by law, or which is in violation of the terms of this Agreement.

d. The decision of the arbitrator shall be final and binding on the District, the Union, and the employee.

e. Costs of the arbitrator's services including expenses, if any, shall be borne equally by both parties.

SECTION 900 CONTRACT CONDITIONS

901 MAINTENANCE OF STANDARDS. No provision under this Agreement may be changed, modified or altered during the term of this Agreement except by mutual agreement of the parties. Any amendment to this Agreement shall be in writing and shall be made a part of this Agreement. The District and the Union will take such action by resolution or as otherwise may be necessary in order to give full force and effect to the provisions of this Agreement.

902 PUBLICATION OF NEGOTIATED AGREEMENT. The District shall print and distribute one (1) copy of this Agreement to each employee covered by the Agreement. Copies shall be distributed within forty-five (45) days of the date of signing and/or the reporting date of the employee.

903 CONFORMITY TO LAW.

903.1 Savings Clause. If any provision of this Agreement or any application thereof is held to be contrary to law by a court of competent jurisdiction, such provisions or application will not be deemed valid or enforceable, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

903.2 Replacement. If a determination is made pursuant to Section 903.1 of the Agreement that part of this Agreement is found in violation of law, the District and the Union will meet not later than ten (10) days following such determination for the purpose of resolving by resolution a satisfactory substitute for the invalidated portion of the Contract.

904 STRIKES OR LOCKOUTS. The Union agrees that during the life of this Agreement its representatives or its Bargaining Unit members will not cause, permit, authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing, or strike against the District. The District agrees that during the life of this Agreement, there will be no lockout. Any violation of this Article by the Union or the District is not subject to the grievance procedure, and either party may pursue such legal remedies as provided by law.

904.1 Subcontracting. The District agrees that in each case in which the District considers contracting out work, the District and the Union will discuss the impact on the Bargaining Unit. When work is contracted out, the District will ensure compliance with the laws of the State of Alaska governing prevailing wages to the employees performing the contracted work. Contracting out work will not reduce the number of employees working under this Labor Agreement.

905 APPROVAL. This Agreement shall be presented to the Bargaining Unit members for approval prior to becoming effective.

906 DURATION OF AGREEMENT. This Agreement shall become effective July 1, ~~2006~~ **2009** through June 30, ~~2009~~ **2012**. Negotiations for any succeeding Agreement shall commence after January 1, ~~2009~~ **2012**.

RATIFICATION

ADOPTED BY:
ANCHORAGE SCHOOL DISTRICT

RATIFIED BY:
FOOD SERVICE BARGAINING UNIT

Date

Date

John Steiner, President
Anchorage School Board

Dale Miller, Spokesperson
General Teamsters Local 959

Carol Comeau, Superintendent

Tim Morgan
Business Representative

Alden Thern, Spokesperson

Amanda Bachand

Eric Tollefsen

Lynn Brown

Todd Hess

Teresa Harwell

Brent Rock

Mary Lawson

Melanie Hipszer

Mickie Pascar

Kim Stanton

MEMORANDUM OF AGREEMENT
between
Anchorage School District
and
General Teamsters Local 959
covering
Food Service Bargaining Unit

This memorandum of agreement applies to non-grandfathered employees and is to provide clarification regarding the ninety (90) calendar day waiting period before becoming benefit eligible as it relates to two exceptions to Section 701.1 Eligibility.

1. Food Services employees who have been employed on a continuous basis for a period of five (5) or more years in a position that was not benefit eligible, and who move to a benefit bearing position, will not have to fulfill the ninety (90) calendar day waiting period before becoming benefit eligible. Coverage shall begin on the first day of the month following their start date in the new position.

2. Employees who were in benefit bearing status and due to a reduction in meal counts lose that status effective at the start of the following school year, will not be required to fulfill the ninety (90) calendar day waiting period if during either of that year's meal count review periods, conducted in January or April, their meal count shows an increase - returning their position to a benefit bearing status. Coverage shall begin on the first day of the following month.

FOR THE DISTRICT:

FOR TEAMSTERS LOCAL 959:

Alden Thern
Director, Benefits

Dale Miller
Business Representative

Date

Date

LETTER OF AGREEMENT
between
Anchorage School District
and
General Teamsters Local 959
covering
Food Service Bargaining Unit

Effective with the ratification and adoption of the 2009-2012 Collective Bargaining Agreement, only those employees in positions of thirty (30) hours or more per week will be eligible to receive medical benefits.

Food Service employees currently assigned to medical benefit eligible positions of twenty-five (25) hours per week up to less than thirty (30) hours per week will remain medical benefit eligible as long as they remain in the job position occupied on August 19, 2009 and continue to work a minimum of twenty-five (25) hours per week.

K-5 and K-6 managers who are grandfathered under this agreement and whose hours are reduced to less than 25 hours per week due to lower meal counts will lose their medical benefits effective the last day of the month in which the new lower work hours take effect.

K-5 and K-6 managers who lose medical benefits due to lower meal counts and who are able to increase their meal counts and restore their hours back to a minimum of 25 hours per week will resume their medical benefit eligibility without the 90-day wait period. Coverage shall begin on the first day of the following month.

Beginning August 20, 2009 employees whose medical benefit eligibility was grandfathered under this agreement and who accept transfer or promotion into another position of less than thirty (30) hours per week will lose medical benefit coverage.

A list of employees whose medical benefit eligibility is grandfathered under this agreement will be generated effective August 19, 2009 and provided to the Union.

This agreement will expire on June 30, 2012. Effective July 1, 2012 the employees grandfathered by this agreement will become subject to eligibility requirements in effect at that time.

ANCHORAGE SCHOOL DISTRICT:

TEAMSTERS UNION LOCAL 959:

Alden Thern
Director, Benefits

Dale Miller
Business Representative

Date

Date