

TABLE OF CONTENTS

ARTICLE I	PREAMBLE	1
ARTICLE II	NO STRIKE OR LOCKOUT PLEDGE.....	1
Section 1.	No Strike Pledge	1
Section 2.	No Lockout Pledge.....	1
Section 3.	Strikes By Other Units.....	1
Section 4.	Constitutional Rights	1
ARTICLE III	NON-DISCRIMINATION.....	2
ARTICLE IV	MANAGEMENT RIGHTS.....	2
ARTICLE V	UNION SECURITY	2
Section 1.	Union Membership.....	2
Section 2.	Union Activities	3
Section 3.	Religious Objections to Union Membership.....	3
Section 4.	Dues Deductions.....	3
Section 5.	Initiation Fee.....	3
Section 6.	Hiring Facilities.....	3
ARTICLE VI	SHOP STEWARD: FUNCTION.....	4
Section 1.	Shop Stewards	4
Section 2.	Authorized Agents	4
Section 3.	Mail Distribution	4
Section 4.	Bulletin Boards.....	4
ARTICLE VII	SAFETY AND LIABILITY.....	5
Section 1.	Tools and Equipment.....	5
Section 2.	Safety and First Aid Equipment	5
Section 3.	First Aid Training	5
Section 4.	Safety Meetings	5
ARTICLE VIII	DISCIPLINE & DISCHARGE.....	5
Section 1.	Discipline and Discharge Causes.....	5
Section 2.	Discharge Procedures	6
Section 3.	Discharge of Probationary Employees.....	6
Section 4.	Termination Notification.....	6
ARTICLE IX	GRIEVANCE PROCEDURE	6
Section 1.	Grievance Definition	6
Section 2.	Grievance Steps.....	7
Section 3.	Arbitration Rules	7
Section 4.	Grievance Timelines.....	8
ARTICLE X	WORKING CONDITIONS.....	8
Section 1.	Payday and Paychecks.....	8
Section 2.	Pay Shortages	8
Section 3.	Pay Upon Termination.....	9
Section 4.	Temporary Wage Adjustments	9
Section 5.	Probationary Employees	9
Section 6.	Substitute Custodians (S-O Classification)	9

Section 7.	Protection of Employee	10
Section 8.	Examination of Records.....	10
Section 9.	Evaluations	10
ARTICLE XI	WORKING RULES.....	11
Section 1.	Hours of Work.....	11
Section 2.	Starting Time	11
Section 3.	Lunch Break.....	11
Section 4.	Rest Periods.....	11
Section 5.	Regular Shift Minimum	11
Section 6.	Overtime	12
Section 7.	Overtime Rotation.....	12
Section 8.	Show -up Time	12
Section 9.	Standby Time.....	13
Section 10.	Call Back.....	13
Section 11.	Meetings	13
Section 12.	Solitary Work Assignments.....	13
Section 13.	Supervision.....	13
Section 14.	Tests	13
Section 15.	Personal Vehicles.....	14
ARTICLE XII	SENIORITY.....	14
Section 1.	Seniority in Bargaining Unit.....	14
Section 2.	Seniority in Facility.....	14
Section 3.	Seniority Lists	14
Section 4.	Vacancy Announcements	14
Section 5.	Promotion	15
Section 6.	Seniority After Promotions.....	16
Section 7.	Transfers	16
Section 8.	Replacements	16
Section 9.	Summer Employees	17
Section 10.	Assignment Changes.....	17
Section 11.	Layoff.....	17
Section 12.	Recall	17
Section 13.	Merger.....	18
Section 14.	Seniority Severance.....	18
ARTICLE XIII	LEAVE WITH PAY.....	19
Section 1.	Annual Leave Accrual Rate.....	19
Section 2.	Annual Leave Accrual Conditions	19
Section 3.	Annual Leave Maximum Accrual	19
Section 4.	Annual Leave Usage	19
Section 5.	Annual Leave Usage for Out-of-State Travel	19
Section 6.	Annual Leave Usage for Probationary Employees	20
Section 7.	Annual Leave Usage for Building Plant Operators / Auxiliary Building Plant Operators	20
Section 8.	Annual Leave for Vacation.....	20

Section 9.	Annual Leave for Illness.....	20
Section 10.	Annual Leave Call-In Procedure	21
Section 11.	Unauthorized Absence.....	22
Section 12.	Annual Leave Cash-In.....	22
Section 13.	Annual Leave Payment Upon Termination.....	22
Section 14.	Professional Leave.....	22
Section 15.	Military Leave--Short Term.....	22
Section 16.	Elections Leave	23
Section 17.	Jury Duty and Court Appearance.....	23
Section 18.	Civic Duties.....	23
Section 19.	Sick Leave Bank.....	23
Section 20.	Union Leave Bank.....	24
ARTICLE XIV	LEAVE WITHOUT PAY.....	25
Section 1.	Medical Leave Without Pay.....	25
Section 2.	Personal Leave Without Pay.....	26
Section 3.	Family Medical Leave.....	26
ARTICLE XV	BENEFITS.....	26
Section 1.	Health Benefits.....	26
Section 2.	Life Insurance	27
Section 3.	Life Insurance Upon Termination.....	27
Section 4.	Social Security	27
Section 5.	Public Employees' Retirement System.....	27
Section 6.	Holidays.....	27
Section 7.	Holiday Pay.....	28
Section 8.	Recognition for Five Years Service	28
Section 9.	Recognition for Ten Years Service	28
ARTICLE XVI	CLASSIFICATION AND WAGES.....	28
Section 1.	Classification Plan	28
Section 2.	Wage Schedules	29
Section 3.	Shift Differential.....	30
Section 4.	Time Cards.....	30
ARTICLE XVII	TERM AND SAVINGS.....	30
Section 1.	Term.....	30
Section 2.	Successorship	30
Section 3.	Separability and Savings	30

**ARTICLE I
PREAMBLE**

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

**ARTICLE II
NO STRIKE OR LOCKOUT PLEDGE**

Section 1. No Strike Pledge

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

Section 2. No Lockout Pledge

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

Section 3. Strikes By Other Units

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

Section 4. Constitutional Rights

Nothing in this Article shall deny employee's constitutionally safeguarded, individual rights.

**ARTICLE III
NON-DISCRIMINATION**

The District and the Union agree not to discriminate against any person with regard to employment because of race, religion, political affiliation, color, sex, ancestry, national origin, age, pregnancy, physical handicap, marital status, change in marital status, or parenthood. This provision relates to hiring, placement, upgrading, transfer, demotion, recruitment, advertisement, solicitation for employment, rates of employment, selection for training, layoff, and termination.

Discrimination complaints by an employee may also be filed as a grievance with the Equal Employment Office or with the appropriate Human Rights Commission; however, when that is done, the employee waives the rights to utilize the grievance procedure of this Agreement for the purpose of grieving this Article.

**ARTICLE IV
MANAGEMENT RIGHTS**

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

**ARTICLE V
UNION SECURITY**

Section 1. Union Membership

Employees coming under the terms of this Agreement shall, as a condition of employment, make application to join the Union within 31 calendar days following the employment date or within 31 calendar days following the date of signing of this Agreement, whichever is later, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The tender of initiation fees and periodic dues and assessments uniformly required as a condition of retaining Union membership shall constitute good standing in the Union for the purpose of this

paragraph. If the Union fails to admit such an employee to the Union membership, this shall not be cause for dismissal. If an employee fails to meet the aforementioned conditions of employment, the District shall notify the employee that failure to meet the Union Security conditions will result in the District terminating the employee effective 10 working days after receipt of written notice from the Union.

Section 2. Union Activities

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

Section 3. Religious Objections to Union Membership

Objections by an employee to joining the Union which 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, the District, and the Union. The employee shall furnish written proof to the District and the Union that such payment has been made.

Section 4. Dues Deductions

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

Section 5. Initiation Fee

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

Section 6. Hiring Facilities

The Union will maintain a hiring hall and to solicit qualified works, both Union and non-Union, in order to fill necessary requisitions for workers. The employer will call upon the Union to furnish qualified workers it may require in the classifications herein mentioned, subject to the following terms and conditions:

A. The Union will maintain preferential referral procedures for the purpose of soliciting qualified workers in order to fill all employer referral requests. The District will use such referral services and will call upon the Union to furnish all qualified workers required.

B. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements.

C. The District retains the rights to reject any job applicant referred by the Union.

D. The Union will not discriminate against non-Union workers in referring workers to the District, and the District will not discriminate against Union workers in selecting job applicants referred to it by the Union.

E. The Union and the District agree to post in places where notices to employees and applications for employment are customarily posted, all provisions relating to the functioning of these hiring arrangements.

ARTICLE VI

SHOP STEWARD: FUNCTION

Section 1. Shop Stewards

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

Section 2. Authorized Agents

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

Section 3. Mail Distribution

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

Section 4. Bulletin Boards

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

ARTICLE VII SAFETY AND LIABILITY

Section 1. Tools and Equipment

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

Section 2. Safety and First Aid Equipment

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

Section 3. First Aid Training

Lead Custodians and Crew Chiefs will be required to obtain and keep current a first-aid card. The District will, during the term of this Agreement, hold a first-aid training program during the employee's regular work shift to enable Lead Custodians and Crew Chiefs to obtain first-aid cards.

Section 4. Safety Meetings

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

ARTICLE VIII DISCIPLINE & DISCHARGE

Section 1. Discipline and Discharge Causes

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

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

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

Section 2. Discharge Procedures

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

Section 3. Discharge of Probationary Employees

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

Section 4. Termination Notification

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

ARTICLE IX GRIEVANCE PROCEDURE

Section 1. Grievance Definition

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

Section 2. Grievance Steps

Step One. The employee shall discuss the complaint verbally with the immediate supervisor, with the Union representative present if so desired. If settled, no further action shall be taken.

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

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

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

The Union Representative and the Operations Director ~~or designee~~ or school principal will discuss the grievance within five working days of receipt of the grievance. A written Step Two response will be prepared within five working days following the discussion and will be sent to the Union.

If the grievance arises as a result of a disciplinary conference, wherein a Labor Relations Administrator issues the discipline, said grievance will be filed at Step Three of this process. The grievance will then be heard by a Labor Relations or Human Resources Administrator other than the one who directed the discipline which is being grieved.

Step Three. If no resolution is reached at Step Two, an informal hearing in the Office of Employee Relations must be requested within five working days of the Union's receipt of the Step Two decision. A written Step Three decision will be prepared within five working days following the hearing.

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

Section 3. Arbitration Rules

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

Section 4. Grievance Timelines

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

ARTICLE X WORKING CONDITIONS

Section 1. Payday and Paychecks

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

Section 2. Pay Shortages

Proven pay shortages of \$75 or less shall be corrected within ~~three (3)~~ five working days of notification to the Operations Department. An employee will have the option of having the pay shortage adjusted within ~~three~~ five working days or having the adjustment made on the next regular bi-weekly payday. In the event the requested adjustment is not made within ~~three (3)~~ five working days, the employee shall be entitled to a ~~\$10~~ 20 penalty. Proven shortages greater than \$75 shall be adjusted within ~~three (3)~~ five working days. Overtime worked on the Friday, Saturday, and Sunday immediately prior to the Friday payday will be paid ~~in the pay period following Friday payday and will not be considered a pay shortage on that payday.~~ No penalty shall be assigned when checks are prepared to cover an emergency or shortages and/or not picked up from payroll in a timely fashion.

Section 3. Pay Upon Termination

When an employee is terminated, the employee's wages including longevity earnings to time of termination shall be paid within 72 hours.

Section 4. Temporary Wage Adjustments

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 for the time spent performing those duties.

Section 5. Probationary Employees

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

Section 6. Substitute Custodians (S-O Classification)

The Substitute Custodian (S-O Classification) is the entry level position into the bargaining unit. Regular bargaining unit employees will be hired from among the Substitute Custodians as positions becomes available.

- A. Custodians hired in the S-O Classification (Substitute Custodian) will remain in that classification for no longer than one year, unless there is no vacancy at the end of the one year period for the employee to be promoted into. If there is no vacancy available in the regular bargaining unit at the end of one year, the period of time in the classification may be extended by mutual agreement until a vacancy occurs.
- B. Employees in this classification will not work overtime.
- C. Employees in this classification will not be allowed to substitute at higher than the J-3 range, except in emergency situations beyond the District's immediate control.
- D. Employees in this classification will earn seniority from the date of hire if they are promoted to the J-3 range.
- E. There will be no more than ~~15~~ 21 employees working in this classification at any time.
- F. Employees in this classification will not be covered under the District's Health Plan.

Section 7. Protection of Employee

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

Section 8. Examination of Records

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. The District shall make available original or copies of the original records for examination by the Union Representative, upon eight working hours notice from the Union to the office where the record is available.

The District shall maintain only one official, permanent, personnel file; the personnel file does not contain records of disciplinary action. Records of disciplinary action are maintained in the Labor Relations Department. Other materials may be maintained in working files in the Operations Department of which the employee has been made aware and which may be used as future documentation. The District will require the employees to sign for receipt of materials to be placed in their personnel or working files.

An employee may request in writing that materials be removed from their working or personnel files; on July 1 each year, all materials requested for removal will be removed if such materials are at least one (1) year old at that time. However, if there is a record of a subsequent or similar violation(s) in the one (1) year period prior to July 1, the materials will not be removed.

Section 9. Evaluations

An evaluation will be completed each year by the District and used as a constructive tool to inform the employee of the strong and/or weak areas concerning job performance. Each employee shall receive a copy of the completed evaluation, which shall be discussed with the employee. The employee shall sign the evaluation and shall be given the opportunity to disagree by checking the "Disagree with Rating" box. If the employee disagrees with the evaluation, written comments by the employee concerning the method or areas of disagreement are required. A conference with Employee Relations regarding the evaluation may be requested with the Shop Steward or Union Representative present. ~~When an employee is required to clean additional stations beyond the regular schedule, the District will not evaluate the employee's work.~~

Section 10. Temporary/On-Call Employees (effective July 1, 1999)

- A. Definition: A temporary/on-call employee is a position which the District would utilize only as the result of situations in which leave without pay occurs or in which a position is temporarily vacant and has been advertised, until it is filled through regular timelines and procedures. In extraordinary and rare situations, temporary/on-call employees may be utilized when a significant temporary staffing shortage occurs; the Union would need to agree that such usage is warranted on a case-by-case basis.

- B. Utilization: A temporary/on-call employee would only be utilized after all the conditions of Article XII, Section 8 of this Agreement have been met.
- C. Hiring Hall: The union will provide the District a list of fifteen (15) temporary/on-call employees. The District will only contact employees on the list to fill temporary/on-call assignments.
- D. Duration: A temporary/on-call assignment shall not last more than seven (7) work days, unless the Union is agreeable to extending the duration for unusual circumstances.
- E. Compensation: Temporary/on-call employees will be compensated at the same rate as Substitute Custodian (S-0) employees. If called in to work, such employees will guaranteed an eight (8) hour shift; such employees will not be eligible to receive overtime assignments.
- F. Record Keeping: The District shall provide the Union quarterly reports with information concerning the utilization of temporary/on-call employees.
- G. Acceptance of Assignments: Temporary/on-call employees who are called to work may refuse the assignment. However, once an assignment has been accepted or scheduled without objection, the employee must report for the assignment or be subject to termination unless prior approval has been given for the absence. If a temporary/on-call employee refuses five assignments in a row, the employee shall be removed from the temporary/on-call list.

ARTICLE XI WORKING RULES

Section 1. Hours of Work

The regular work week shall consist of ~~seven and one-half~~ eight hours per day and ~~37 1/2~~ 40 hours per week, exclusive of the lunch period, with two consecutive days off. The work week shall normally be Monday through Friday.

Section 2. Starting Time

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

Section 3. Lunch Break

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

Section 4. Rest Periods

Employees shall be allowed one uninterrupted relief break not to exceed 15 minutes during the first half of the shift and 15 minutes during the second half of the shift. The Union and the District shall mutually agree on reasonable rules governing the taking of such periods as provided herein. When working other than the regular shift, relief periods shall be taken every two hours. Rest periods shall not be used for making up time nor shall an employee arrive late or leave in lieu of taking the rest period. An employee must remain on the building grounds during the rest period.

Section 5. Regular Shift Minimum

When a regular shift is started, no less than four hours shall be allowed. If more than four hours are worked, then the full shift shall be allowed. ~~Seven and one-half~~ eight hours shall constitute a shift.

Section 6. Overtime

- A. Overtime shall be paid at the rate of one and one-half times the employee's regular wage, for all work over ~~seven and one-half~~ eight hours in one day or ~~37-1/2~~ 40 hours in one week. Overtime shall be paid at the rate of two times the employee's regular wage for all work on the seventh consecutive working day. An employee working overtime on a sixth or seventh day shall receive a minimum of four hours pay at the appropriate rate.
- B. An employee scheduled to work overtime at a school event may exercise the option to leave after one (1) hour, after calling ~~Emergency Watch~~ Alaska General Alarm (AGA) or the designated security agent and learning that the event has either been canceled or if the participants in the event do not appear. The employee will be paid only for time spent at the school in either case.

Section 7. Overtime Rotation

Overtime assignments are an occasional part of custodial work and shall be a condition of employment. Except for emergencies, the District shall notify employees of overtime requirements at least 24 hours in advance of the expected requirement. Overtime assignments shall be offered to employees qualified to perform the work from a rotating seniority duty-station roster. The employee must be in paid status (including union leave) for ~~37.5~~ 40 hours in the week prior to the overtime assignment to be eligible to work overtime on Saturday, Sundays, or holidays. If the employee is off and misses the regular assigned overtime, the employee's name shall go to the end of the rotation list upon return to work. The employee shall accept the overtime assignment or find a replacement from the building staff. If no replacement can be found from the building staff, the employee may find a replacement from another building, providing that employee is acceptable as a replacement to the Operations Department. Employee replacements from other buildings must make all arrangements for orientation, keys, and security access on their own time. If the employee has notified the supervisor who the replacement will be, the replacement will be expected to work the overtime assignment. Operations shall retain the right to prohibit a work week of seven consecutive days.

Section 8. Show -up Time

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

Section 9. Standby Time

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

Section 10. Call Back

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

and one-half times the regular rate of pay for actual hours worked, with a minimum of four hours overtime.

Section 11. Meetings

Attendance at official District meetings approved by the Superintendent's designee shall be considered time on duty. Grievance hearings may be scheduled immediately before or after the work shift and in such cases shall not be compensable.

Section 12. Solitary Work Assignments

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

Section 13. Supervision

~~All direction shall be delivered by the immediate supervisor supervising the operation. Supervision shall be provided by the District Operations Department or by a principal or assistant principal.~~ The District shall provide supervision when three or more employees are employed as a team, or one shall be selected by the District as a working lead and shall be paid at the proper rate. A supervisor may not work at the craft. ~~no more than eight hours in any one work week. This provision does not pertain to overtime assignments.~~

Section 14. Tests

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

Section 15. Personal Vehicles

Employees shall not be required to haul supplies or transport students in their personal vehicles in the course of their duties for the District. Employees may use their personal vehicles on a daily basis to accomplish assigned duties (such as transportation between split stations). Reimbursement of vehicle mileage shall be at ~~\$.30 per mile effective with the first of the next month following ratification of this Agreement.~~ Should the federal mileage reimbursement, and will increase whenever the federal mileage reimbursement rate increases. ~~Should the federal mileage reimbursement rate change, the \$.30 rate will be adjusted prospectively. Employees shall not receive mileage reimbursement for attendance of sporadic meetings away from the work site.~~

Section 16. Pilot Programs

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

Section 17. Assignment of Work

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

ARTICLE XII SENIORITY

Section 1. Seniority in Bargaining Unit

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

Section 2. Seniority in Facility

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

Section 3. Seniority Lists

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

Section 4. Vacancy Announcements

Vacancy Announcements for J-2 and above positions shall be posted on all bargaining unit bulletin boards for seven working days before the position is closed. The District shall also send copies of all Vacancy Announcements to the Union. Employees seeking transfer or promotion must submit necessary application prior to the closing date of the Position Vacancy Announcement. The Union shall be notified of all promotions J-2 and above, on ASD form 1395A.

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

Section 5. Promotion

- A. Promotion means the movement from a position at one range to a position at a higher range. Except for the building plant operator classifications, promotions shall be made in order of seniority provided the employee is qualified to perform the work involved. Promotion to lead custodians, crew chiefs, auxiliary BPO, and building plant operator will occur only after successful completion of a written test in accordance with Article XI, Section 14.
- B. Upon request, an employee who has been at the current classification for 16 working weeks following the probationary period, will be reviewed to determine if the employee has the qualifications, as set forth in the job descriptions, to perform in the classifications of building plant operator. Candidates for promotion to building plant operator shall be considered, based upon verification of their qualifications for the position, in addition to seniority. The employee shall be advised of the results of the review within 30 calendar days following the review. Reviews will be conducted a minimum of three times annually and a schedule shall be posted at the appropriate work sites in September each year. The employee's work history will be taken into consideration. Disciplinary action taken in the past ten months may disqualify the employee, or may be cause to disqualify a previously approved employee. The employee removed from the qualification list because of disciplinary action, shall be reinstated on the qualification list one year after said disciplinary action. Employees found qualified shall be placed in order of seniority on the building

plant operator qualified list, which shall be published semi-annually. An employee found not qualified for a building plant operator position may, after six months, request another qualifications review. When a building plant operator or crew chief vacancy occurs, one of the three most senior qualified applicants who are on the list shall be promoted.

- C. Separate tests shall be administered three times annually for building plant operator positions, auxiliary building plant operator positions, crew chief positions, and lead custodian positions, and separate eligibility lists shall be maintained for those positions. A schedule of testing dates shall be posted at the appropriate work sites in September each year. Employees must sign up for tests thirty (30) days in advance of the testing date.

Section 6. Seniority After Promotions

Except for a Substitute Custodian (S-0) promoting to the J-3 range, an employee who is promoted to fill a vacancy through the posting procedure shall be given a 70 work day period for training and trial on the new job. If the employee fails to succeed, or if the position is discontinued, the employee may return to the former classification without loss of seniority. If the former job has not been posted, the employee may return to the former job. However, the employee shall not be entitled to exercise seniority on another promotion for a period of six months. An employee who moves from one work site to another, as a result of promotion shall not be considered as having transferred. After an employee initiated demotion, the employee shall not be eligible for transfer or promotion for a period of ten months.

Section 7. Transfers

Transfer means the movement of an employee from a position in a school facility at one range to a position in another school facility at the same ~~or lower~~ range.

- A. Employee-initiated transfers shall be granted in order of seniority on a position available basis. ~~unless an employee has a written reprimand, poor evaluation in performance of duty, or suspension, within the previous ten months.~~ No more than one change in position, other than promotion, shall be granted per employee in ~~30~~ 18 months.
- B. District-initiated transfers may be made at any time, on a temporary basis (no more than ~~10~~ 20 working days) provided prior consultation with the Union and 48 hours advance notice to the employee is given. This period may be extended by mutual agreement between the Union and Employer.

- C. A substitute custodian, once hired, and prior to being assigned a permanent work location, may at the time of hire, indicate their preference for a permanent work location. As openings occur, management will offer them their preference. The ~~30~~ 18 month rule shall not apply for substitutes at time of hire, but once a substitute has been placed in a facility of their choice at their initiative, the ~~30~~ 18 month rule shall apply.

Section 8. Replacements

- A. Seniority shall have priority when replacements are needed for the building plant operator, auxiliary building plant operator, crew chief, and lead custodian. Building plant operator, auxiliary building plant operator, crew chief, and lead custodian replacements shall be called by seniority from within the school needing the replacement. Replacements will work the same shift as the absent employee, if notification of the need for a substitute is provided ten (10) days in advance. Employees covering split stations shall be eligible for assignment in either school. To be considered as replacements, employees must notify the District and furnish the District with an up-to-date telephone number. Auxiliary building plant operators shall be allowed to cover for absent building plant operators in their own building in an emergency situation.
- B. Operations shall be allowed flexibility in assigning people to the schools based upon their proximity to the job site. These assignments shall be solely based on seniority and the date of the Change of Assignment form date. (1st date) If no Change of Assignment form is on file then a switch or change can be made between two employees. This section does not apply to J-2 and above positions.

Section 9. Summer Employees

Extra employees needed for summer work shall be selected on a seniority basis from among employees who are qualified, perform work to the District standards, and desire summer work.

Section 10. Assignment Changes

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

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

Section 11. Layoff

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

Section 12. Recall

- A. Recalls shall be made in order of bargaining unit seniority from among those employees laid-off in the classification in which the recall occurs.
- B. Employees who chose to return to a lower classification in accordance with Section 12 B of this Article shall retain their recall rights to the classification from which they were laid off, until refusing to accept an offer in the classification from which laid off.
- C. ~~A~~ regular employee (other than those in the S-O classification) who is laid off, when recalled, shall be recalled to the classification from which they were laid off at the paid level at which they were laid off or the current pay level, whichever is higher, and shall retain all benefits which are current for bargaining unit employees at the time of the recall.
- D. Recall shall be by written certified notice, return receipt requested, to the employee's last known address on file with the Personnel Office and shall require that the employee accept or reject recall within five working days after the delivery date or proof of non-delivery. Employees accepting recall shall have two weeks from the receipt of the notice to return to work. Should special circumstances prevent a return to work within two weeks, the employee shall notify the Personnel Office and arrange a return date acceptable to the District. Failure to return to work within the agreed upon time or refusal to accept a recall shall be considered a voluntary termination. It shall be the employee's responsibility to keep the Personnel Office informed of current phone number and address. Layoff status shall automatically terminate 24 months after the effective date of such layoff. Employees who are laid off and who are subsequently reinstated within 24 months shall retain their full seniority but not receive credit for movement on the wage schedule for the layoff period.

Section 13. Merger

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

Section 14. Seniority Severance

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

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

**ARTICLE XIII
LEAVE WITH PAY**

Section 1. Annual Leave Accrual Rate

Employees, except Substitute Custodians (S-0), shall accumulate annual leave at the following accrual rate:

New Hires	15 <u>16</u> hours per month
After three full years of continuous service	18.75 <u>20</u> hours per month
After six full years of continuous service	22.5 <u>24</u> hours per month

There shall be no forced leave.

Section 2. Annual Leave Accrual Conditions

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

Section 3. Annual Leave Maximum Accrual

Accrued and unused annual leave may be carried over from one calendar year to the next, ~~provided that in no case shall the amount carried over exceed 55 working days. Any accumulation over 55 working days, or 412 1/2 hours, which exists as of the last payday of each calendar year, shall be automatically cashed out within 30 calendar days.~~

Section 4. Annual Leave Usage

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

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

Upon request, 10.5 or 11 month employees traveling outside of Alaska may be granted accumulated annual leave in excess of 30 working days in order to accommodate the travel distance involved. Employees must submit requests at least 30 calendar days in advance of the extended leave.

Section 6. Annual Leave Usage for Probationary Employees

Probationary employees shall accrue annual leave, but such leave shall not be deemed earned or drawn upon except for illness until the employee completes 30 working days of the probationary period. After 30 working days, leave shall be deemed earned from the hire date.

Section 7. Annual Leave Usage for Building Plant Operators / Auxiliary Building Plant Operators

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

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

Section 8. Annual Leave for Vacation

All employee requests for annual leave for vacation purposes shall be submitted to the appropriate supervisor at least 10 working days in advance. Employees shall be notified within five working days of the receipt of the vacation request as to whether or not it has been approved. Times of vacation shall be mutually agreed upon by the District and the employee. Substitutes will not be provided for employees who do not submit vacation leave requests in a timely manner.

Section 9. Annual Leave for Illness

A. Use of annual leave for illness will be permitted for the following reasons.

1. Personal illness of the employee. The District may request physician's verification of an employee's health condition in cases of frequent use of annual leave for illness or when the pattern of leave usage indicates potential leave abuse. A physician's verification may also be required when evidence indicates the employee's health status constitutes an obstacle to performing employment responsibilities. Physician's verification shall be submitted to operations upon return to work with initial date employee was seen by physician. Verification will not be accepted after the fact. Operations may require verification of all absences for sicknesses before and after a holiday or vacation.
2. Death(s) within the immediate family, or cases of serious illness or accident requiring hospitalization of an immediate family member. A maximum of seven days of annual leave, or if circumstances require out-of-state travel, a maximum of 10 days shall be granted for this purpose. If more than one death or hospitalization should occur at different times within the school year, up to seven days shall be granted for each additional event. Immediate family includes the employees spouse, parent, past legal guardian, child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, grandparent, any other person living in the same household as the employee, and any other relative deemed appropriate by the employer.

3. Serious illness or injury within the employee's immediate family which requires the employee's attendance for emergency care or when the employee's presence on the job would jeopardize the health of other employees. The District may require a physician's certificate stating the employee's presence was required or that the illness or injury would jeopardize the health of other employees.
 4. Maternity and other temporary disabilities subject to physician's written supporting statement.
- B. An employee who misrepresents the actual reason for an absence due to illness shall be subject to disciplinary action.

Section 10. Annual Leave Call-In Procedure

- A. When an employee requests leave other than annual leave for vacation as described in Section 8, initial notification must be telephoned to the Operations Department. The employee or spouse shall indicate in the initial call the amount of leave time requested, if known. If not known, the employee or spouse shall notify Operations in a second call not later than three working days from the first call. For a long-term illness, the employee using annual leave shall notify Operations at least once every week.
- B. Night shift employees shall notify Operations as soon as possible, but no later than 12:00 noon of the day leave is requested for those employees whose starting time is prior to 5:00 p.m., or 2:00 p.m. for those employees whose starting time is 5:00 p.m. or later. Night shift employees returning from annual leave shall call Operations prior to noon on the day of return.
- C. Day shift employees shall notify ~~Emergency Watch~~ AGA (Alaska General Alarm), the voice mail box at the Operations Department, or the appropriate High School principal, as soon as possible, but no later than one and one-half hours ahead of their starting time on the day leave is requested. In order to aid the dispatch of a replacement, the employee should call by midnight. Day shift employees returning from annual leave shall call Operations one and one-half hours prior to their shift ending time on the day prior to return.
- D. An employee who fails to call in by the designated times may be disciplined.

Section 11. Unauthorized Absence

Unauthorized absence of any duration shall be deemed to be an absence without pay and may result in disciplinary action. An employee who is absent for three consecutive

work days without approval shall be deemed to have terminated. Such actions may be reconciled by a subsequent grant of leave, if the conditions warrant.

Section 12. Annual Leave Cash-In

Employees shall have the option to cash in leave accruals greater than ~~37.5~~ 40 hours base, providing the request for cash in of leave is submitted in writing 20 working days in advance.

Section 13. Annual Leave Payment Upon Termination

Employees who are laid off, discharged, retired, or separated from the District will be paid in full on the basis of their regular rate of pay for the accumulated, annual leave they have at the time of separation, with the exception of initial probationary employees.

Section 14. Professional Leave

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

Section 15. 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 work days in any one calendar year. Military leave in excess of 16 1/2 work days shall not be short term leave under this Section and shall be governed by the appropriate statutes.

C. Effect of Absence

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

Section 16. Elections Leave

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

Section 17. Jury Duty and Court Appearance

Employees shall be provided paid leave for all working time lost up to a full shift when called to serve on jury duty, provided that fees paid by the court (except travel and parking expenses) shall be remitted to the District. Court service when subpoenaed as a witness will be treated the same as jury duty, provided the employee is not a party to the action. An employee who reports for jury duty, or who has been subpoenaed and is dismissed, shall report for work the remainder of the working day, provided that at least two hours of a working shift would remain after the employee travels to the work assignment. Second and third shift employees will be given the same consideration.

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

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

Section 18. Civic Duties

An employee who is appointed to a part-time official position with a governmental agency, such as Commission or Board, may be granted paid leave for absences from work at reasonable times and intervals and for a reasonable total time during the year, if such service is determined by the Superintendent to be of benefit to the District and community. Approval of the Superintendent's designee is required before paid leave for civic duties may be granted.

Section 19. Sick Leave Bank

- A. An employee accruing annual leave shall contribute annually one-half day of leave to the Sick Leave Bank. The contribution to the Bank, when necessary, will occur automatically through payroll deduction between September 15 and November 30 each year or during the first 30 calendar days of employment each school year. If the Sick Leave Bank has at least 2,000 hours as of July 1 in any year, the one-half day contribution to the Bank will be deferred, except for new

employees for the school year. Should the Sick Leave Bank reach fewer than 2,000 hours, the one-half day contribution will be reinstated. Employees electing not to join the Bank will inform Employee Relations in writing within the first 10 working days. Employees electing to withdraw from the Bank will inform Employee Relations in writing before July 1.

- B. The Leave Bank will be administered by a committee of three Union members. Representatives from Payroll and Benefits shall provide information and assistance to the committee on an as-needed basis. The committee shall develop and revise the criteria for Bank usage. Annual leave days donated to the Bank shall be cumulative from year to year. Any employee who has exhausted accumulated leave may make withdrawals, subject to approval by the Leave Bank Committee, provided there is sufficient leave time available in the Bank. The decision of the committee shall be final and shall not be subject to grievance or appeal by the applicant. The committee shall reserve the right to reconsider its decision.

Section 20. Union Leave Bank

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

ARTICLE XIV
LEAVE WITHOUT PAY

Section 1. Medical Leave Without Pay

- A. An employee who has been certified by a medical doctor to be unable to perform regular assigned or alternate duties, because of illness, injury, maternity, or other temporary disability, shall upon request receive a leave of absence without pay of up to 12 months but with seniority accumulating for purposes of lay-off, promotion, and recall. If the disability continues beyond 12 months and the employee has not returned to work, seniority will be broken and the employee terminated unless otherwise mutually agreed by the Union and the District. Leave without pay shall not be granted until such time as all paid leave has been exhausted, except when an employee is absent on Workers' Compensation. The District shall advise the employee of the availability of medical leave without pay upon the exhaustion of paid leave.
- B. A request for leave without pay shall be submitted in writing by the employee to the immediate supervisor stating the reason for the leave and amount of time requested, and with the necessary documentation attached to the request. Requests must be submitted as far in advance of the departure date as possible, except emergency situations over which the employee has no control. Requests must be approved in advance, except during emergency situations in which case one day of grace shall be granted. Written approval or disapproval of the request shall be made within three working days of receipt of the request.
- C. During medical leave, the District will pay for medical and life insurance coverage during the first 30 calendar days.
- D. The granting of medical leave will require a written statement from the physician treating the employee outlining the nature of the disability and estimating the time when the employee will be able to return to employment. An employee shall also submit a physician's statement certifying ability to return to work at the end of the leave.
- E. An employee returning from a leave of absence of over 30 calendar days shall notify the Operations Department one week prior to the expiration of the leave unless circumstances beyond the employee's control prohibit.
- F. If an employee returns to work within 90 calendar days from the last day worked, the employee shall return to the same facility, job classification, and duty station held before the leave without pay. If an employee returns to work between 90 calendar days and 180 calendar days from the last day worked, the

employee shall return to a position within the same wage range held before the leave without pay. If an employee returns to work between 180 calendar days and one year from the last day worked, the employee shall return on a position available basis as near as possible to the same wage range held before the leave without pay. If the employee is unable to return because a position is not available, the employee's leave shall be extended until a position at or below the wage range held previous to the leave becomes available. Refusal to accept that position shall terminate the employee. The District and the Union may mutually agree to extend these deadlines.

- G. If an employee fails to return to work on the agreed upon date for any reason except emergency situations beyond the employee's control, the employee shall be considered as having voluntarily terminated.

Section 2. Personal Leave Without Pay

- A. An employee may be granted a leave of absence without pay for compelling personal reasons: (a.) if the employee can be spared from the job; or (b.) if such leave is determined by the Personnel Director to be in the District's best interests.
- B. Leave without pay shall not be granted for longer than 90 calendar days. An extension not to exceed 90 calendar days may be approved by the Personnel Director. Under no circumstances shall an employee apply for or be granted personal leave without pay for purposes of vacation, accepting other employment, or court-related criminal appearances or sentencing.

Section 3. Family Medical Leave

~~A copy of the Anchorage School District's Family and Medical Leave Policy, which complies with the Alaska Family Medical Leave Act (AS23.10.500-.550) and the Medical Leave Act of 1993 (Public Law 103-3) is attached to this agreement as an appendix. The Personnel Department will maintain the latest regulations and legal interpretations in regard to the law. If there are any changes to the attached, copies of the revised policy will be provided to Union members and to the Union office.~~

ARTICLE XV BENEFITS

Section 1. Health Benefits

For the duration of the Agreement, the District shall provide a Comprehensive Health Benefits Program for all eligible employees and their eligible dependents.

Except for the substitute custodians (S-O) program, the District shall contribute per eligible employee no less than \$366.40 \$370 (or a health insurance premium equivalent the highest premium paid for any other employee group in the School District) per month during 1998-99, and \$380 per month/per employee during 1999-2000. Health insurance benefits shall be described in the School District's Master Health Policy. This section will be reopened for negotiations for the 2000-2001 year. Negotiations will begin, if requested, no later than March 1, 2000.

The District will provide a pre-tax co-pay offset of \$300 per eligible employee, prorated for those employed for less than a full assigned work year for the 1998-99 year; the co-pay offset will increase to \$400 for the 1999-2000 year and to \$450 in 2000-2001.

Employees who lose their eligibility for health benefits for any reason, such as unpaid leave, lay-off, 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.

Employee representatives from the bargaining unit shall continue to serve on the District's Health Benefits Task Force, which will study and determine the structure of the District's health insurance plan as it relates to all non-AEA employees.

Section 2. Life Insurance

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

Section 3. Life Insurance Upon Termination

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

Section 4. Social Security

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

Section 5. Public Employees' Retirement System

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

Section 6. Holidays

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

New Years Day	Thanksgiving Day	Labor Day
February Holiday*	Thanksgiving Friday	
Spring Vacation Day	Christmas Eve	
Memorial Day	Christmas Day	
Independence Day	New Years Eve	

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

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

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

Section 7. Holiday Pay

Holidays shall be paid for at straight-time rates if not worked. Employees required to work on any of the above-named holidays shall be paid at the rate of two times their regular rate of pay in addition to the holiday pay.

Section 8. Recognition for Five Years Service

Upon attaining five years District employment, an employee earns, in addition to other earnings, an annual lump sum payment amounting to three percent of annual earnings,

including longevity, for the calendar year as established by placement on the Wage Schedule.

Section 9. Recognition for Ten Years Service

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

Section 10. Access to the Union Retirement Plan

After January 1, 1999, employees will have the option of applying part of their compensation toward a Union-sponsored retirement plan when the Union makes its retirement plan available. Employee contribution to the plan will occur through payroll deduction.

ARTICLE XVI CLASSIFICATION AND WAGES

Section 1. Classification Plan

The following classifications will be recognized during the life of this Agreement and shall not be changed unless mutually agreed to by the Union and District. Newly created classifications are, however, within the purview of the District. The District reserves the right to create new and/or delete existing classifications; however, pay rates for newly created classifications must be mutually agreed to by the Union and District. All District schools will be cleaned by employees working under this Agreement. The standard work year for employees, by classification, is as follows: for Substitute Custodians, ten (10) months; for Elementary Custodians, ten (10) months; for Middle and High School Custodians, eleven (11) months; for Elementary Lead Custodians, ten-and-a-half (10.5) months; for Crew Chiefs in Middle and High Schools, eleven (11) months; for elementary Building Plant Operators, ten (10) months; Auxiliary Building Plant Operators, ten (10) months; Middle School and High School Building Plant Operators, eleven (11) months. All other employees shall work for twelve months (12). ~~Effective July 1, 1995, all employees in secondary schools who work 12 months as of June 1, 1995 will be 11 month employees and will work the time period when schools are in session. Also effective July 1, 1995, all Lead Custodians who work 12 months as of June 1, 1995 will be 10.5 month employees and will work the time period when schools are in session.~~ If there are additional funds in the budget for any cleaning of schools during the summer months, Union members will have the opportunity to work with cleaning crews on a seniority basis to the extent that funds are available. Pay for cleaning crew work will be \$14.14 per hour for employees hired before July 1, 1995. Other employees within the bargaining unit shall be paid at the J-3 rate, based on their years of experience with the Anchorage School District. Should

there not be enough Union members to staff summer cleaning needs, the District reserves the right to utilize other workers provided through the Hiring Hall. If such workers are hired, they will be paid \$8.99 per hour.

<u>1998-99</u>	<u>Range</u>	<u>Classification</u>
	S-0	Substitute Custodian
	J-3	Carpet Cleaning Specialist Custodian
	J-2	Elementary Building Plant Operator Lead Custodian (Maintenance, Operations, Save I) Secondary Auxiliary Building Plant Operator Emergency Dispatcher
	J-1	Junior High <u>Middle School</u> Building Plant Operator (Administration Building, Steller, Career Center, <u>SAVE I, Benny Benson</u>) <u>Middle School</u> Custodial Crew Chief
	J-0	Senior High Building Plant Operator <u>Senior High School Custodial Crew Chief</u>

Effective July 1, 1999, Middle School Building Plant Operators, Middle School Crew Chiefs, High School Crew Chief, Secondary Auxiliary Building Plant Operators and Senior High Building Plant Operators will be reclassified to Secondary Building Plant Operators, at a J1. The hourly wage rate for J1 positions will be \$16.20, effective July 1, 1999.

The work year assignments for existing staff assigned to the reclassified Secondary BPO positions, as of June 30, 1999 will remain unchanged until vacancies occur. Normal procedures will be employed when filling BPO vacancies, through transfer, promotion, demotion, or as a change in work year.

<u>1999-2001</u>	<u>Range</u>	<u>Classification</u>
	S-0	Substitute Custodian
	J-3	Carpet Cleaning Specialist Custodian
	J-2	Elementary Building Plant Operator Lead Custodian (Maintenance, Operations, Save I) Secondary Auxiliary Building Plant Operator Emergency Dispatcher
	J-1	<u>Secondary Building Plant Operator</u> Junior High Building Plant Operator — (Administration Building, Steller, Career Center)

Custodial Crew Chief
~~J-0 Senior High Building Plant Operator~~

Section 2. Wage Schedules ~~(July 1, 1995 – June 30, 1998)~~

S-0	\$8.99
(must be in S-0 status for at least the probationary period)	
J-3 (hire through first year)	\$9.75
J-3 (after one year)	\$10.25
J-3 (after two years)	\$11.25
J-3 (after four years)	\$12.25
J-3 (after six years)	\$13.25
J-3 (after seven years or on staff as June 1, 1995	\$14.14
J-2	\$15.27
J-1	\$16.10
J-0	\$16.20

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

All members in Classifications J-3, J-2, J-1 and J-0 will receive an annual bonus of \$315 ~~\$200~~ to be paid on the last bi-weekly pay period in June.

Section 3. Shift Differential

A shift differential of \$.35 per hour shall be paid for those employees working in elementary schools, and \$.35 per hour for those employees working in the secondary schools and emergency dispatchers, who work the majority of their shift after 5:00 p.m. A graveyard shift differential of \$.40 per hour shall be paid for those employees who start work after 9:00 p.m. and before 4:00 a.m. A shift differential shall not apply to Substitute Custodians (S-0). The shift differential will apply to the full shift.

Section 4. Time Cards/Records

Time cards/records of employees shall not be changed without first consulting with the employee involved. Copies of the employee's time cards shall be made available by the District for inspection by the employee or authorized Union Representative upon eight hours notice to the office where records are maintained.

ARTICLE XVII

TERM AND SAVINGS

Section 1. Term

This Agreement shall become effective on July 1, ~~1995~~, 1998 and continue in full force and effect through June 30, ~~1998-2001~~. The opening upon expiration of this Agreement shall begin no later than March 1, 2001. If the parties are unable to reach agreement on the opening of the Agreement, both parties are relieved of their responsibility as outlined in Article II Sections 1 and 2.

Section 2. Successorship

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

Section 3. Separability and Savings

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

RATIFIED BY:

Anchorage School District

Date

Harriet Drummond, President
Anchorage School Board

Robert Christal, Superintendent
Anchorage School District

Lee Wilson, Spokesperson
Executive Director/Labor Relations

Henry Jackson, Member
Manager of Operations

Lewis Dean
Supervisor/Operations

Pat McDowell
Executive Director/High Schools

RATIFIED BY:

Public Employees Local 71, AFL-CIO

Date

Don Valesko, Spokesperson
Business Manager Local 71

Vonnie Voyles, Member
Negotiating Team

Linda McCray, Member
Negotiating Team

Josephine Taylor, Member
Negotiating Team

Kenneth Ray
Negotiating Team

Garland Warren
Business Representative