

NEGOTIATED AGREEMENT

Between

The Anchorage School District

And

General Teamsters Local 959

Covering:

Food Service Bargaining Unit

July 1, 2021 through June 30, 2022

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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.

ARTICLE 1 UNION RIGHTS

1.01 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, provided it does not interfere with or interrupt job assignments or other normal scheduled activities.

- a. **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.

1.02 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.

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

1.03 UNION SECURITY.

When a new bargaining unit employee is hired, the District shall in writing by the last working day of the month notify the Union of (1) the employee's name (2) the classification in which the employee was hired, (3) the employee's payroll level, (4) the employee's work schedule, (5) the employee's hiring date and time, and (6) the shop steward or Union representative will be allowed to meet with each newly hired bargaining unit employee.

As the exclusive bargaining representative for the positions contained within the classifications and work units referred to in this Agreement, the Union retains the right to determine whether to process any dispute through the grievance process. Such right includes, but is not limited to, settling a dispute at any stage of the process, or taking a matter to arbitration.

- a. **Dues Deductions.** The District shall deduct from 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 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.
- b. **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.

1.04 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.

1.05 UNION USE OF DISTRICT FACILITIES.

- a. **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.
- b. **Bulletin Boards.** The Union will be provided reasonable space for the posting of Union notices in areas specified by the District.
- c. **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.
- d. **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.

1.06 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.

- a. 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.
- b. 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 (8) working hours' notice from the Union to the office where the record is available.

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.

- c. Upon request of the employee, the immediate supervisor shall reveal to that employee who has personnel and working files on that employee.
- d. Supervisors shall be responsible to maintain the security of the files so that the information remains privileged for only those authorized.

1.07 EMPLOYEE TIME SHEETS.

All employees shall be required to fill out their time record in accordance with the scheduled deadlines. Once the Time and Attendance system is in place, employees are required to use the Time, Attendance and Leave system in accordance with District procedures. No time record shall be changed without first consulting with the employee. Copies of the employee's time record 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. Failure to meet scheduled deadlines may affect the employee's pay.

1.08 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.

- a. 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 In-Service(s) is mandatory for all identified employees, 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 employees, via email or interschool mail, of the time, date, and tentative location of the In-Service(s). In-service training scheduled prior to the first day of school shall be scheduled for the week prior to students returning to class from the summer break. 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 In-Service(s).
- b. 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, by seniority, to those who are qualified for the specific program. In no event would training programs reduce the number of hours normally worked by employees.

ARTICLE 2 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 to 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.

ARTICLE 3 HOLIDAYS

3.01 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.

3.02 HOLIDAYS OBSERVED.

The following days are designated as holidays off with pay:

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

Employees who work a summer meal service program in June and July shall be paid for Independence Day.

3.03 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.

3.04 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.

- a. Employees who are required to work on any of the holidays listed in Article 3.02 shall be paid at the rate of two (2) times their basic hourly rate of pay in addition to straight-time holiday pay.

Employees required to work on Memorial Day shall be paid at the rate of two (2) times their basic hourly rate of pay.

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

ARTICLE 4 LEAVES

4.01 ANNUAL LEAVE.

- a. **Accrual.** Regular employees shall accrue leave only when in paid status. Paid status shall include all compensable hours including time spent on the job, paid leave, or paid holidays. Leave accrual shall not include overtime hours.

Regular employees shall accrue leave at the following rates:

Up to ten (10) years .1000/hr.

After ten (10) years .1206/hr.

- b. **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), serious illness or accident requiring confinement in the hospital of an immediate member of the employee's family, personal needs and/or vacations (up to a maximum of twenty [20] days in any one leave request) of the employee. Requests for leave with pay for personal needs and/or vacation purposes must be submitted to the appropriate supervisor at least ten (10) working days in advance of the time leave is to be taken in order to receive full consideration. Leaves submitted less than ten (10) working days in advance may be denied by the District. Employees shall be notified within five (5) working days of the receipt of the request as to whether or not it has been approved, with an explanation if the leave request has been denied. The number of employees on leave for the purpose of personal needs and/or vacation at any given time will be one (1) at each middle and high school, one (1) at the central kitchen facility, and a total of three (3) from the K-5, K-6, K-7, and mobile cafeteria manager classifications, or 10% of the workforce. Leave which is not yet approved may be denied when one (1) individual at a middle school, high school, or central kitchen location is already scheduled to be on leave for any reason. 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.

On the first Wednesday in April, employees in K-5, K-6, K-7, and mobile manager classifications will have the opportunity to reserve leave for the following fiscal year, July 1 through June 30. Based on seniority, a fiscal year calendar will be created reserving the employees' desired dates up to a maximum number of employees at any given time as listed above. The completed list showing the employee's name and secured dates shall be distributed to all employees prior to the last day of the school year.

Employees who have secured dates on the calendar shall submit a leave request in accordance with the procedures listed above. Employees who do not have enough accumulated leave at the time of the request shall not be granted leave beyond the amount they have accumulated at the time of the request, even if they had secured the dates on the leave calendar.

Any requests for leave after the leave calendar has been determined shall be on a first come first served basis up to the maximum allowed above.

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 in accordance with Article 7.03. Failure to do so may be considered as a non-excused absence.

- 1. Notification of Absence Due to Illness.** Notification of absence on account of illness shall be provided 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 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.
 - 2. 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.
 - 3. Abuse of Leave.** An employee who misrepresents the actual reason for an absence due to illness shall be subject to disciplinary action.
 - 4. 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.
- c. Use of Annual Leave.**
- 1.** Employees may accumulate leave or use leave in accordance with 401.2. Employees may cash in leave provided a minimum of one (1) week's leave remains in their leave balance. Requests for leave cash in are to be submitted in EmpCenter.
 - 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, and during the winter or spring break vacation periods.
 - 3.** Annual leave will not be granted during the first twenty (20) 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.
- d. 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 personal illness.
- e. 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.

- f. **Family Medical Leave.** Eligible employees may take Family Medical Leave in accordance with the Alaska Family/Medical Leave Act and the Medical Leave Act of 1993. A copy of the Anchorage School District's Family Medical Leave Policy is available upon request from the Benefits Department. The 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.

4.02 OTHER PAID/PROFESSIONAL LEAVE.

- a. **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.

- b. **Military Leave – Short-term.**

1. **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 workdays 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.
2. **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 Article and shall be governed by the appropriate statutes.
3. **Effect of Absence.** For the purposes of computing leave and longevity, short-term military leave will count as full service with the District.

- c. **Civic Leave.**

1. **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 Article applies only to those with regular shifts of five (5) or more hours per day.
2. **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.
3. **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.

4.03 UNPAID LEAVE.

Short-Term Unpaid Leave: One (1) to Ten (10) workdays.

The District may approve unpaid short-term leave for up to ten (10) workdays for employee medical or compelling personal reasons. The employee shall submit the Leave Request to the supervisor for approval at least thirty (30) calendar days in advance except in emergency situations over which the employee has no control. Short-term unpaid leave for medical reasons may require a physician's statement with the leave request form, and a release to return to work from the physician at the end of the leave. Employees who lose District medical and/or life insurance coverage while on unpaid short-term leave must re-establish their benefit eligibility in accordance with Article 7.01 upon their return to work.

4.04 SICK LEAVE BANK.

- a. **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. Newly hired employees electing not to join the Sick Leave Bank will inform the Human Resources Department in writing within fifteen (15) calendar days of their date of hire. Refusal to join the Sick Leave Bank will bar the employee from membership in or benefits from the Bank for their period of employment with the School District unless notification of their intent to participate is received in the Human Resources Department in writing during the annual open enrollment period. Current employees electing to join or withdraw from the Bank will inform Human Resources in writing during the annual open enrollment period of September 1-15. All leave donated to the Sick Leave Bank shall remain the property of the Bank.
- b. **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.
- c. **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.

d. 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

4.05 UNION LEAVE BANK.

- a. **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.
- b. **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.
- c. **Release of Employees.** The release of employees for Union leave shall be handled the same as release for leave.

ARTICLE 5 SALARY SCHEDULE AND FINANCIAL BENEFITS

5.01 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.

Range	Work Classification
K-1	School Cafeteria Assistant
K-2	Central Kitchen Assistant I
K-3	
K-4	
K-5	ES Cafeteria Manager I
K-6	Central Kitchen Assistant II MS Assistant Manager I
K-7	ES Cafeteria Manager II AS Cafeteria Manager I
K-8	ES Cafeteria Manager III MS Cafeteria Manager I MS Assistant Manager II HS Assistant Manager I
K-9	
K-10	Central Kitchen Assistant III MS Cafeteria Manager II MS Assistant Manager III HS Cafeteria Manager I AS Cafeteria Manager II Mobile Cafeteria Manager I HS Assistant Manager II
K-11	
K-12	MS Cafeteria Manager III HS Cafeteria Manger II Mobile Cafeteria Manager II HS Assistant Manager III
K-13	
K-14	Central Kitchen Lead HS Cafeteria Manager III

Group A

Tier	Daily Meal Count
I	Less than 100
II	100 - 499
III	500 or more

Title	Range
ES Cafeteria Manager I	K05
ES Cafeteria Manager II	K07
ES Cafeteria Manager III	K08

Group B

Tier	Daily Meal Count
I	Less than 200
II	200 - 799
III	800 or more

Title	Range
MS Cafeteria Manager I	K08
MS Cafeteria Manager II	K10
MS Cafeteria Manager III	K12
MS Assistant Manager I	K06
MS Assistant Manager II	K08
MS Assistant Manager III	K10

Group C

Tier	Daily Meal Count
I	Less than 250
II	250 or more

Title	Range
AS Cafeteria Manager I	K07
AS Cafeteria Manager II	K10

Title	Range
HS Cafeteria Manager I	K10
HS Cafeteria Manager II	K12
HS Cafeteria Manager III	K14
HS Assistant Manager I	K08
HS Assistant Manager II	K10
HS Assistant Manager III	K12

Group D

Title	Range
Central Kitchen Assistant I	K02
Central Kitchen Assistant II	K06
Central Kitchen Assistant III	K10
Central Kitchen Lead	K14

Title	Range
Mobile Cafeteria Manager I	K10
Mobile Cafeteria Manager II	K12
School Cafeteria Assistant	K01

Classifications are separated by the number of reimbursable meal equivalents per day. Breakfast and lunch shall count as one meal count.

For Child and Adult Food Care Program (CACFP) or other programs managed and operated by Student Nutrition, dinner shall count as one meal count and after school snacks as one-third meal count.

Initially, the District shall use the 2017-2018 school year average meal count to determine the range of each affected employee. Each May thereafter, the District shall use the annual average meal count for the school year to determine the range of each affected employee for the following school year.

5.02 WAGE SCHEDULE

Effective July 1, 2021 - June 30, 2022

	A	B	C	D	E	F	G	H	I	J	K
K-1	13.05	13.63	13.91	14.21	14.50	14.79	15.07	15.36	15.46	15.56	15.66
K-2	13.34	13.91	14.21	14.50	14.79	15.07	15.36	15.66	15.75	15.85	15.95
K-3	13.38	13.96	14.25	14.54	14.82	15.11	15.41	15.70	15.78	15.89	15.98
K-4	13.66	14.25	14.54	14.82	15.11	15.41	15.70	15.98	16.08	16.17	16.27
K-5	14.21	14.79	15.07	15.36	15.66	15.95	16.23	16.52	16.63	16.72	16.81
K-6	14.25	14.82	15.11	15.41	15.70	15.98	16.27	16.56	16.66	16.76	16.86
K-7	14.54	15.11	15.41	15.70	15.98	16.27	16.56	16.86	16.95	17.05	17.14
K-8	14.82	15.41	15.70	15.98	16.27	16.56	16.86	17.14	17.24	17.33	17.43
K-9	15.11	15.70	15.98	16.27	16.56	16.86	17.14	17.43	17.54	17.64	17.72
K10	15.41	15.98	16.27	16.56	16.86	17.14	17.43	17.72	17.82	17.92	18.02
K11	15.70	16.27	16.56	16.86	17.14	17.43	17.72	18.02	18.11	18.21	18.30
K12	15.98	16.56	16.86	17.14	17.43	17.72	18.02	18.30	18.39	18.49	18.60
K-13	16.30	16.89	17.20	17.48	17.78	18.07	18.38	18.67	18.76	18.86	18.97
K-14	16.63	17.23	17.54	17.83	18.14	18.43	18.75	19.04	19.14	19.24	19.35

	L	M	N	O	P	Q	R	S	T	U
K-1	15.76	15.86	15.96	16.08	16.18	16.28	16.38	16.48	16.80	17.11
K-2	16.05	16.16	16.26	16.36	16.47	16.57	16.68	16.78	17.09	17.39
K-3	16.09	16.19	16.28	16.40	16.50	16.61	16.71	16.80	17.13	17.43
K-4	16.38	16.49	16.59	16.68	16.79	16.89	17.01	17.11	17.41	17.72
K-5	16.92	17.02	17.12	17.24	17.33	17.44	17.54	17.64	17.96	18.27
K-6	16.97	17.07	17.17	17.27	17.38	17.48	17.59	17.69	17.99	18.30
K-7	17.25	17.34	17.45	17.56	17.66	17.77	17.86	17.97	18.29	18.60
K-8	17.54	17.65	17.74	17.84	17.95	18.06	18.17	18.26	18.57	18.88
K-9	17.83	17.93	18.05	18.15	18.24	18.35	18.45	18.56	18.87	19.18
K-10	18.12	18.23	18.33	18.43	18.53	18.64	18.75	18.85	19.16	19.46
K-11	18.40	18.50	18.62	18.72	18.82	18.92	19.02	19.14	19.44	19.76
K-12	18.70	18.81	18.90	19.00	19.11	19.22	19.33	19.42	19.74	20.04
K-13	19.07	19.19	19.28	19.38	19.49	19.60	19.72	19.81	20.13	20.44
K-14	19.45	19.57	19.67	19.77	19.88	19.99	20.11	20.21	20.53	20.85

2021/2022 School Year Bonus

A \$2500 bonus (prorated by FTE) will be paid to actively employed managers, assistant managers, and leads. One half of the bonus will be paid with the last pay period in December 2021 if the employee remains employed through the end of the first semester, with the other half paid with the final regular pay period in May 2022 if the employee remains employed to the end of the 21/22 school year.

A \$1000 bonus (prorated by FTE) will be paid to actively employed School Cafeteria Assistants (SCA) and Central Kitchen Assistants (CKA). One half of the bonus will be paid with the last pay period in December 2021 if the employee remains employed through the end of the first semester, with the other half paid with

the final regular pay period in May 2022 if the employee remains employed to the end of the 21/22 school year.

Employees whose FTE increases or who promote from an SCA/CKA position to a manager, assistant manager, or lead position, will become eligible for a larger bonus if they have worked more than half of that semester's workdays in a position that is eligible for a larger bonus.

Employees must be in paid status for at least half of that semester's workdays to receive that semester's bonus.

These sums are paid as bonuses and are not eligible for PERS credit.

If the District offers a recruitment incentive to new employees different from the bonus described here, those employees will not be eligible for the 2021/2022 School Year Bonus.

Movement on Schedule. Step movement shall occur on July 1 each year of the agreement. To be eligible for step movement an employee must be hired prior to January 1 of 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 are at the "U" Step for 2021-2022, and will not receive step movement on July 1, 2021, shall receive a \$300 bonus payment issued no later than the first paycheck after ratification and approval by the School Board.

- a. **Wage Step Placement For New Employees.** Upon initial hire with the District, employees shall be placed based on experience up to step C of the wage schedule and will remain there until eligibility requirements have been met and then advance in accordance with the new salary schedule.
- b. **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.

5.03 SPECIAL PAY REIMBURSEMENTS.

- a. **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.
- b. **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.
- c. **Training Pay.** All cafeteria managers who are asked and agree to train other employees as cafeteria managers will be compensated at the rate of three dollars (\$3.00) per hour above their normal rate of pay when they are training.

The training of Assistant Managers and Student Nutrition Assistants by Cafeteria Managers at their work locations is part of their job requirements and no additional compensation will be paid for those duties.

- d. **Dislocation Pay.** To offset additional travel cost and inconvenience, in the event an employee is temporarily reassigned to a location that is not their normal work location, the following will apply:
1. Employees who are notified of a location change prior to the reassignment will receive \$15/per day of additional compensation for day(s) when they are working away from their regular work location(s);
 2. Employees who are notified to report to another location on that day after their workday has begun will receive paid travel time and mileage reimbursement (upon submission of the mileage reporting form) from their regular work location to the other work location and \$15/per day of additional compensations for the day when they are working away from their regular work location(s);
 3. Employees will be compensated for at least their normal amount of workhours on any day they are assigned to the other work location.

5.04 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.

Employees requested to fill in for a mobile manager in K-5 to K-8 positions shall be paid at a K-10 range for the hours worked in that position. Employees, other than mobile managers already at K-10 level or above, who are asked to fill in for a mobile manager shall receive an additional fifty cents (\$0.50) per hour.

5.05 OVERTIME/EXTENDED WORKDAY.

a. **Conditions.** The authorization for all overtime or extended time 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 workweek 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.

1. 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. When a non-benefited employee has an average of hours worked greater than 28 hours per week, they will not be eligible for extra hours of work. When an insufficient number of workers volunteer for extra work, it shall be assigned by inverse order of work unit seniority.

b. **School Year Special Function Pay.**

1. 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.
2. 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.

3. 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 Articles 3.04 (a), 5.03 (a) and 5.05 (a).
4. Articles 3.04 (a), 5.05 (a), 6.06 (a), 6.06 (b) shall not apply to volunteer work under this Article.

5.06 LONGEVITY/STABILITY RECOGNITION PAYMENTS.

- a. **Conditions.** Longevity/Stability recognition payments shall be earned on a calendar year based upon the employee's seniority date as determined by Article 6.01 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 be paid in January of the following year. Retiring employees shall receive stability recognition payments prorated to the actual date of retirement. Longevity/Stability recognition applies only to all full-time or regular part-time employees.
- b. **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 Article 5.06 (a) above.
- c. **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 Article 5.06 (a) above and continues at that rate for the duration of his/her employment with the District.

5.07 RETIREMENT.

- a. **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.
- b. **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.

5.08 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/workday, other than job action by this work unit, all Food Service employees may report to work for up to one-half their normal shift hours. If schools are closed early after the beginning of the school/workday, all Food Service employees, except those on bona-fide leave, will be paid at their normal rate of pay for four hours or hours worked, whichever is greater for that day.

5.09 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 Article 7.01.

- 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.

5.10 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.

5.11 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:

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 email, 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 by any manager or assistant manager classification employee who meets the minimum qualifications for the position, and who expressed an interest to work the summer program. All other classifications will be filled by seniority, provided the employee is qualified.

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 Article 3 and overtime will be paid in accordance with Article 5.05.

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

5.12 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 email, 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 by any manager or assistant manager classification employee who meets the minimum qualifications for the position, and who expressed an interest to work the supplemental program. All other classifications will be filled by seniority, provided the employee is qualified.

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 Article 3 and overtime will be paid in accordance with Article 5.05. 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.

5.13 TIME WORK STUDY.

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, but in no case later than thirty (30) workdays from the date of the request, and hours shall be adjusted as determined by the District. When requested by the employee, a written response to the review shall be provided.

ARTICLE 6 EMPLOYMENT AND WORKING CONDITIONS

6.01 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.

- a. **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.
- b. **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.
- c. **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.
- d. **Termination of Seniority.** Seniority will be terminated, and the District/employee relationship shall be severed by the following conditions:
 1. Discharge;
 2. Layoff of more than twelve (12) months' duration;
 3. Resignation;
 4. Failure to return from leave of absence, vacation, or layoff on agreed date, unless approval has been obtained by the District or otherwise mutually agreed upon by both the Union and the District; and
 5. Non-excused absence of more than three (3) consecutive days unless satisfactory evidence of inability to report has been shown.
- e. **Seniority from other Bargaining Units.** Seniority from other bargaining units shall not be transferred with an employee who becomes a Student Nutrition employee.

6.02 EMPLOYEES

a. Definitions:

1. **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.

A. 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 not request a demotion to a position in a lower classification within this Bargaining Unit, or a transfer, unless the transfer is to a position with more hours at the same work location.

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

3. **Temporary Employees.** Temporary employees are employees assigned to work fewer than three (3) hours per day or to provide extra help to regular employees.

b. Conditions.

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

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

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

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

6.03 HOURS OF WORK/WORK REQUIREMENTS.

a. **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.

b. **Reporting to Work/Not Put to Work.** Employees reporting to work and not put to work shall receive pay for a full shift, except in case of the following:

1. 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;

2. an employee is judged by the supervisor to be unfit for duty;

3. the employee is returning from leave and has not given notice in accord with the terms of 401.2(a) herein.

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

- d. **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.
- e. **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 Article 5.03(b) of this Agreement.
- f. **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.
- g. **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, e.g., order forms, tickets, charge slips as assigned, cash reconciliation, daily meal forms, evaluations (not including supervisory evaluations), inventories.

During times of staffing shortages due to vacant positions or employees on leave, non-bargaining unit student nutrition employees may perform work within this bargaining unit. Vacant positions shall be advertised within 30 calendar days.

6.04 LUNCH PERIOD (CENTRAL KITCHEN STAFF).

Central kitchen employees who work six (6) hours or more will receive a thirty (30) minute, unpaid, duty-free lunch period.

- a. **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.

6.05 REST PERIODS.

- a. **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.
- b. **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.
- c. **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 at the building during rest periods unless specifically excused by the supervisor.

6.06 VACANCIES.

a. Definitions.

1. **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 posted on the District website for not less than three (3) workdays. A completed online application as specifically outlined in the job posting must be submitted by close of business on the third (3rd) posting day. The open/vacant online job posting 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, and job duties.
2. **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.
3. **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 Job Posting. 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.

b. **Filling of Vacancies.** 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). An employee who accepts a transfer within the same job title will be ineligible for transfer consideration for the remainder of the school year, except in cases where the scheduled hours would increase. 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.

c. **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. Employees who are unsuccessful in K-10 and above positions during their probationary period are ineligible for further K-10 and above promotional opportunities for a period of twenty-four (24) months.

6.07 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. In the event of a disciplinary demotion, the employee is not eligible for transfer or promotion for a period of six (6) months.

a. 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 workday or year.

Layoff Procedures.

1. 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 except as provided for in Article 903.1. The District will discuss with the Union its need and rationale for eliminating positions prior to issuance of any layoff notices.
2. Affected employees shall be given a minimum of thirty (30) calendar days advance notice prior to the date of layoff.
3. If the District determines to reduce assigned work hours within a classification, the following procedures will apply:
 - A. 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.
 - B. 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.
 - C. 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.
4. 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.
5. The employee displaced by bumping shall have bumping rights as described in c.1. above, if eligible under the provisions of the Reduction in Hours Article 3, (a) and (b).

Recall Procedures.

- 1.** 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.

- 2.** Employees in layoff status shall be given preferential consideration for any Bargaining Unit vacancy for which they qualify if:
 - a.** laid off from the position title or;
 - b.** on the position title eligibility list or;
 - c.** previously held and worked position title in the last three (3) years.
- 3.** 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.
- 4.** 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.
- 5.** 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.

6.08 DISCIPLINE AND DISCHARGE.

- a.** 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.
- b.** 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.
- c.** The District and the Union jointly agree that a termination of employment is the most severe disciplinary action that the District can take. In order to offer the employee fair treatment, the following will be taken into consideration prior to an employee's discharge:
 - 1.** The District will, before finalizing the disciplinary action, make reasonable effort to discover whether or not the employee did in fact violate or disobey a rule and/or order of management.
 - 2.** The District agrees to administer disciplinary action and discharge equitably without discrimination against any one particular employee.
 - 3.** The District agrees to explore various alternatives available for disciplinary action prior to discharge of any employee.

6.09 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. Requests for mileage reimbursement must be submitted quarterly. Mileage driven between July 1 and September 30 must be submitted for reimbursement by October 15. Mileage driven between October 1 and December 31 must be submitted for reimbursement by January 15. Mileage driven between January 1 and March 31 must be submitted for reimbursement by April 15. Mileage driven between April 1 and June 30 must be submitted for reimbursement by July 15.

6.10 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.
- b. 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.

ARTICLE 7 INSURANCE

7.01 HEALTH INSURANCE.

For the duration of the Agreement, the District shall contribute to a health plan which meets the requirements of the Patient Protection and Affordable Care Act (PPACA).

1. Employees assigned to positions of thirty (30) hours or more per week shall be eligible for health insurance coverage. Eligibility is attained after a waiting period of sixty (60) calendar days for employees who do not currently have health benefit coverage with one of the District's employee benefit plans. Coverage shall begin the first day of the month following attainment of eligibility.
 2. 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 cost of the health program provided through COBRA, according to its provisions.
 3. The District's monthly contribution for health benefits per eligible employee per month shall be \$1,695 during 2021/2022. Health insurance benefits shall be described in the District's summary plan description as periodically amended. The employee contribution for those electing coverage is the difference between the premium amount and the combined total of the District's contribution and any subsidy from the reserve account.
 4. The bargaining unit may have up to two (2) representatives on the District Health Benefits Task Force.
- a. Consistent with applicable statutes, and if the District offers a Flexible Spending Account, employees shall have access to Flexible Spending Accounts for each year of this Agreement. Employees who submit proof of eligible expenses may be reimbursed from such accounts in accord with established rules.

- b. **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.

7.02 LIFE INSURANCE.

- a. **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 one thousand dollars (\$1,000) payable to the employee's legal beneficiary, but in no event shall such insurance be less than five thousand dollars (\$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 District's insurance policy.
- b. **Dependent Life Insurance.** The District shall make available dependent life insurance coverage in the amount specified in the table contained in the insurance policy between the District and its insurance carrier, but not less than five thousand dollars (\$5,000). The premiums shall be paid by the employee. Upon termination, an employee may elect to exercise conversion privileges as stated in the insurance policy.

7.03 WORKERS' COMPENSATION.

The District shall provide Workers' Compensation for on-the-job employees' injuries in the amount and coverage prescribed by Statute. Additionally, up to the first three (3) days of time lost due to an occupational injury which is covered by Workers' Compensation but may not be compensable, shall be paid leave and deducted from the employee's accrued annual leave. If the employee has no accrued annual leave time available, the time lost shall be unpaid. 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.

- a. 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.
- b. 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.

7.04 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.

ARTICLE 8 GRIEVANCE PROCEDURES

8.01 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.

8.02 GRIEVANCE DEFINITIONS.

- a. "Grievance" shall mean any allegation filed under the terms of this Article that there has been a violation, misapplication, or misinterpretation of this Agreement.
- b. "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.
- c. "Parties" shall mean the grievant(s) and the District.

8.03 GRIEVANCE PROCEDURE.

- a. 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.
- b. 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.
- c. No reprisals shall be taken against an employee for processing a grievance or participating in the grievance procedure.
- d. 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 Labor Relations Department.
- e. 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.
- f. If both parties agree, a grievance may be heard by the Superintendent prior to arbitration.
- g. 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.

h. Grievance Levels.

Level One.

1 An employee with a grievance may initiate the grievance procedure by submitting a written statement of grievance to the immediate supervisor. The grievance may also be initiated by the Union representative. 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.

2 The immediate supervisor shall meet with the grievant and representative within 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.

3 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.

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

Level Two.

1 If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant, or Union representative, may choose to file the grievance in writing to the Director of Student Nutrition, or designee, within ten (10) workdays of the receipt of the Level One decision or due date of that decision.

2 Within 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.

3 The Director of Student Nutrition, or designee, shall render a written decision within ten (10) workdays of the Level Two meeting to the grievant and the Union.

Level Three.

1 If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant, or Union representative, may choose to file the grievance in writing to the Labor Relations Department within ten (10) workdays of receipt of the Level Two decision.

2 Within ten (10) workdays of receipt of the written appeal, the Labor Relations Department shall meet with the grievant and representative(s) or any other persons in an effort to resolve the grievance.

3 The Labor Relations Department shall render a written decision within ten (10) workdays of the Level Three meeting to the grievant and the Union.

Level Four.

1 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 Labor Relations Department.

- 2** 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.
- 3** 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.
- 4** The decision of the arbitrator shall be final and binding on the District, the Union, and the employee.
- 5** Costs of the arbitrator's services including expenses, if any, shall be borne equally by both parties.

ARTICLE 9 CONTRACT CONDITIONS

9.01 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.

9.02 CONFORMITY TO LAW.

- a. 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.
- b. Replacement.** If a determination is made pursuant to Article 9.02 (a) 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.

9.03 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.

- a. 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.

Contracting out work may result in the layoff of bargaining unit employees when the District can demonstrate a cost savings when comparing the costs associated with the subcontracted work compared to the costs of the District's own employees doing the work defined in the subcontracting scope of work.

The Union shall have the right to provide information it deems relevant to cost comparisons and shall be given any data relied on by the District as justification for cost savings.

9.04 APPROVAL.

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

9.05 DURATION OF AGREEMENT.

This Agreement shall become effective July 1, 2021, through June 30, 2022. Negotiations for any succeeding Agreement shall commence after January 1, 2022.

ADOPTION/RATIFICATION

For the Collective Bargaining Agreement covering the period July 1, 2021, through June 30, 2022, between the Anchorage School District and the Teamsters Local 959, representing the Food Service bargaining unit.

Margo Bellamy, President
Anchorage School Board

Derek Musto, Business Representative
Teamsters Local 959

Dr. Deena Bishop
Superintendent

Andrew Sundboom
Spokesperson

MEMORANDUM OF AGREEMENT

By and Between

ANCHORAGE SCHOOL DISTRICT

And

GENERAL TEAMSTERS LOCAL 959

This Memorandum of Agreement is to provide clarification regarding the change in classifications.

1. All current High School Managers in the K12 range and Middle School Managers in the K10 range whose average Daily Meal Equivalent would place them in a lower classification shall be grandfathered into their current range during the term of this agreement.
2. Those High School Managers and Middle School Managers which have not increased their Daily Meal Equivalent to obtain tier two standards or applied for and received a transfer to a job at a school which would place them at the tier two level or above by June 29, 2022, shall be placed at the tier they qualify for effective the beginning of the 2022-2023 school year.

FOR THE DISTRICT:

FOR TEAMSTERS LOCAL 959:

Andrew Sundboom

Derek Musto

Sr. Director, Labor Relations

Business Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

ANCHORAGE SCHOOL DISTRICT

and

GENERAL TEAMSTERS LOCAL 959

This memorandum of agreement is to provide clarification regarding the sixty (60) calendar day waiting period before becoming benefit eligible as it relates to two exceptions to Article 7.01, Health Insurance.

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 sixty (60) 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 sixty (60) 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:

Andrew Sundboom
Sr. Director, Labor Relations

Derek Musto
Business Representative

Date

Date