

A G R E E M E N T

By and Between

ANCHORAGE SCHOOL DISTRICT

and

TEAMSTERS LOCAL 959

COVERING

WAREHOUSE AND MAINTENANCE EMPLOYEES

July 1, 2020 – June 30, 2023

ANCHORAGE SCHOOL DISTRICT
Warehouse & Maintenance

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ARTICLE 1
PURPOSES OF THIS AGREEMENT

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

ARTICLE 2
RECOGNITION AND UNION SECURITY

2.01 The District hereby recognizes General Teamsters Local 959, during the term of this Agreement, as the exclusive bargaining representative for the positions contained within the classifications and work units referenced in this Agreement.

2.02 No employee shall be discriminated against for membership or non-membership in the union. The Union shall not discourage any employee from carrying out their work assignment for the District.

As the exclusive bargaining representative for the positions contained within the classifications and work units referred to in this Agreement, the Union retains the exclusive 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.

2.03 A projected reclassification of a current position will be presented to the Union and the Union will be permitted to make a presentation during any reclassification committee meeting.

2.04 When a new bargaining unit employee is hired, the District shall notify the Union in writing by the employee's third (3rd) working day of (1) the employee's name, (2) the classification in which the employee was hired, and (3) the employee's payroll level. A shop steward or Union representative will be allowed to meet with each newly hired bargaining unit employee.

2.05 Upon receipt of a written authorization signed by the employee, The District shall deduct from the employee's wages the amount of dues, fees, or other charges authorized. The Employer will remit the amount deducted to the Union not later than the fifteenth (15th) day of the month following receipt of written authorization. The District will send to the Union the names of the employees from whose pay deductions were made contained in the remittance.

2.06 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.

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2.07 During the life of this Agreement, the District will deduct current union dues from the pay of employees, provided that at the time of such deduction there is in the possession of the District, a current, written assignment, executed by the employee, in the form and according to the terms of the authorization form. This authorization shall continue from year to year unless a written revocation is provided to the District. The District will provide a copy of the revocation to the Union.

2.08 All sums deducted by the District shall be remitted to the Union not later than the fifteenth (15th) day of the calendar month in which such deductions are made.

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

**ARTICLE 3
MANAGEMENT RIGHTS**

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

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

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

**ARTICLE 4
UNION ACTIVITIES AND MEMBERSHIP RIGHTS**

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

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manner restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in Union affairs, and that it will not discriminate against any employee because of Union membership or lawful Union activity.

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

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

**ARTICLE 5
AUTHORIZED REPRESENTATIVES**

5.01 The Union shall have as its representative a Business Representative who shall be authorized to speak for the Union in all matters covered by this Agreement and shall be permitted, upon notification to the District, to visit any project during working hours. Discussions with employees shall occur during scheduled breaks or before/after the scheduled work shift.

5.02 A reasonable number of shop stewards (not to exceed a maximum of one (1) shop steward for every fifteen (15) bargaining unit members) may be appointed from among the employees of the District and shall be the last employees terminated unless discharged for cause. The shop steward(s) shall be allowed, following notification to the appropriate supervisor or department director, to handle requests, complaints, and grievances arising under this Agreement with the proper District Representative during working hours. Time spent in pursuing shop steward responsibilities shall be noted on signed leave slips submitted to the appropriate supervisor. The shop steward(s) shall suffer no loss of compensation for a reasonable amount of time spent working with employees; however, the District is not expected to subsidize meetings of groups of stewards except on occasion, as coordinated by the Business Representative and the appropriate manager.

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

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

- a. Mutual agreement of the shop steward;
- b. Emergency purposes up to a maximum of five (5) working days or for normal shift changes; or

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c. The purposes of efficient accomplishment of School District work with ten (10) working days' notice to the shop steward and the Union.

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

**ARTICLE 6
COVERAGE**

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

**ARTICLE 7
HIRING HALL**

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

a. The Union Hiring Hall shall be a source of applicants on whom the District shall rely. The District's request that a particular person be dispatched, if employed by the District as a temporary or regular employee within the previous twenty-four (24) months, shall be honored. The request, which may be faxed, emailed, or submitted in person, shall specify the qualifications required. The District may concurrently solicit applicants from other sources.

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

c. The District retains the right to reject any job applicant referred by the Union.

d. The Union agrees that it will not discriminate against non-Union workers in referring workers to the District, and the District agrees that it will not discriminate on the basis of a worker's status as Union or non-Union members.

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

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f. Prior to utilization of temporary employees in Warehouse operations, employees in layoff status will be called back first.

ARTICLE 8
EMPLOYEE APPOINTMENTS

8.01 Regular Employees. A regular employee is a person assigned to a regular full-time position and shall be eligible for all benefits provided for in this Agreement, subject to the provisions under "Probationary Employees." Regular employees shall be assigned to workweeks of forty (40) hour duration, twelve (12) months per year, except that it is understood that employees assigned to the Student Nutrition Center may be subject to layoff during summer months. Such employees shall have the opportunity before May 1 of each year to indicate interest in summer warehouse work which may be available. Should no interest in summer work be declared by May 1, employees shall have waived all rights to recall or preferential consideration for the period of their seasonal layoff.

8.02 Probationary Employees. New employees shall serve a probation period for the first six hundred (600) work hours of employment. The probationary period may be extended by mutual agreement between the District and the Union. This period is considered to be the final step in the hiring process leading to regular employee status and shall be utilized for observing closely the employee's work, for securing the most effective adjustment of the new employee to their position, and for dismissing such an employee for any reason which the District, in its sole discretion, deems adequate. Probationary employees may be rotated in shifts so that leads and supervisors may observe and train probationary employees in all facets of the position. Shift change assignments shall be made no later than the fifth (5th) working day of the workweek. Probationary employees shall receive no less than sixteen (16) hours' rest prior to starting a new shift assignment without loss of pay.

8.03 Temporary Employees. If the temporary employee becomes a regular employee, bargaining unit seniority shall be counted from the most recent date of hire without a break in service. A break in service is defined as an absence of four (4) or more consecutive workdays for the purpose of determining seniority dates.

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

1. Substitutes

- to substitute, if needed, for a regular employee on approved vacations, unauthorized absences, Workers' Compensation, or illness.
- to substitute if needed to fill open/vacant positions.
- The District will post and attempt to fill vacant positions in an expedient manner and will not use substitutes to avoid filling a regular position.
- Substitutes may be filled from a pool of qualified applicants without the need of an advertised PVA each time a substitute is needed.

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2. Extra Help

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

i. Should the regular employee become unable to return to duty, the vacancy created will be posted and filled in the normal manner, unless the District elects to eliminate the position. A substitute pool may be utilized during staffing needs as referenced in a. 1. above.

ii. Extra help employees are designated for a maximum of ninety (90) continuous working days of employment. The position the extra help employee holds on the ninety-first (91st) working day of continuous employment shall be considered a regular position. Two (2) full pay periods must pass before a released extra help employee may be rehired. No extra help employee may be in pay status under this Agreement for more than one hundred fifty (150) workdays of employment within a fiscal year. An extra help employee who has worked for one hundred fifty (150) workdays within a fiscal year shall become a regular employee, effective the one hundred fifty-first (151st) day of work.

iii. Substitute or extra help employees will not be used to avoid assignment to regular employees of overtime. However, the District may assign overtime to substitute or extra help employees, to complete assigned daily duties, when that overtime is contiguous with the regular shift and there is an insufficient number of regular employees at the work site to do the needed work. This practice shall be reasonable and is not to be viewed as an invitation to routinely assign twelve (12) hour days to substitute or extra help employees.

b. Temporary employees are not entitled to annual leave, holiday pay, health benefits, or retirement benefits. Temporary employees shall not be considered members of the bargaining unit, and shall not have access to the grievance procedure.

c. Temporaries shall be paid at the regular wage rate, depending on grade of work assigned.

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

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e. The District may dismiss a substitute or temporary employee for any reason which the District, in its sole discretion, deems adequate.

8.04 Casual Laborers. Casual laborers are exempt from the rules governing Temporary employees and may be secured by the District at any time, for any purpose not in conflict with this Agreement. These are laborer positions requiring little technical skill. Casual employees shall not be covered by the terms and conditions of this Collective Bargaining Agreement, shall not be considered members of the bargaining unit, and shall not have access to the grievance procedure herein contained. The Casual employee will only perform repetitious, non-technical work, e.g., placing books in boxes, cutting grass with hand mowers, wrapping pallets, hand trucking, using non-motorized pallet jacks, etc. Use of hand trucks and non-motorized pallet jacks will be limited to transporting materials within any facility other than the Warehouse. Casual employees shall be adequately supervised by appropriate District staff. Casual employees will not be used to circumvent payment of overtime to regular employees.

8.05 Regular Part-Time Employees. The District may, on a continuing basis, establish a reduced schedule of hours when an employee requests it and where it does not interfere with the operational schedule. An employee within this category will accrue, on a pro-rata basis, all benefits for which they are eligible. Regular part-time employees who have a minimum of 30 compensable hours a week may qualify for health insurance coverage, in accordance with Article 19.07.

**ARTICLE 9
PROMOTIONS**

9.01 Promotions to newly created or vacant jobs shall be based on qualifications determined by the District as posted in the Job Posting. The District may consider prior documented work performance in determining whether an applicant meets the qualifications. When the District determines that more than one (1) candidate meets the qualifications the applicant with the most seniority in the work unit will be selected. Eligibility for promotion shall first be by work unit. If the position is not filled within the work unit, it shall be filled in accordance with the procedures defined in Section 9.06 below.

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

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

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9.04 The District reserves the right to select, within a given work unit, one of three Range 9 employees, or M-6 to M-8 employees when there are not three voluntary M-9 employees in the work unit, with the greatest seniority to fill an M-10 job opening. However, the District reserves the right to assign the selected employee to the zone where the position is needed.

9.05 The filling of temporary M-10 jobs in a work zone shall be rotated among the three senior M-9s, or M-8s, M-7s and M-6s when there are not three M-9 employees in the work unit. Employees shall indicate their interest in temporary M-10 positions by signing a list. Selections shall be made from the list on a rotating basis from the three senior M-9s on the list and available on that shift. An employee's name may be added or deleted from the list at any time by that employee in writing no more than a total of three (3) times per fiscal year. The District shall designate a single point of contact in each department for adding or deleting employees from the list. An employee who is available and refuses to accept the temporary M-10 job three (3) or more consecutive times shall be removed from the list for ninety (90) calendar days at which time the employee may request their name be added to the list again.

9.06 Employees seeking promotion to M-10 positions or to promotions outside their assigned work units must submit applications in accordance with the established district procedures. Incomplete applications will be rejected. Only those employees applying and who meet the minimum qualifications as listed in the Job Posting and have not been marked as not recommended for promotion on the current evaluation shall be considered for interview. The District shall notify employees who are interviewed whether they are selected prior to advertising outside the bargaining group. Employees who are interviewed and not selected will, upon written request, be notified in writing of the reason(s).

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

9.08 An employee granted a promotion; i.e., upgrade in job classification and salary, and who is unable to satisfactorily perform the job assignment at the end or during the first six-hundred (600) work hours of the assignment, will be reassigned to the employee's former range and step.

9.09 All employees shall be encouraged to participate in training programs. The intent of these programs is to provide training in different duties for the purpose of becoming qualified for promotional or change of unit opportunities. Those employees interested in these programs shall so indicate on a posting as training becomes available and be selected by seniority. Training shall be at District expense. Training shall be offered first to the senior employee within the work unit determined by the District to receive the training. The District may deny training to an employee who has successfully completed the training on a prior occasion provided an employee does not require the training for continuing employment. Employees electing to receive training, except continuing education training, shall agree to remain employed by the District for a minimum of one

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(1) year from completion of the training. An employee who voluntarily terminates employment prior to one (1) year will pay the cost of the training on a pro-rated basis. Completion of the necessary training may be a prerequisite for a recommendation for promotion.

**ARTICLE 10
DISCIPLINE AND DISCHARGE**

10.01

a. The District retains the right to discipline and/or discharge an employee for just cause. The District may discharge an employee for reasons that include, but are not limited to, drunkenness, theft, dishonesty, gross disobedience, abandonment of duties, or unexcused absences of three (3) consecutive workdays or more. The District will take into consideration, prior to taking disciplinary action and/or discharge, unsatisfactory performance of duties in written documentation maintained by the District. A copy of all written documentation shall be given to the employee at the time of entry into the employee's file. Employees may be represented by a Union representative in any discipline conference.

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

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

1. The District will, before finalizing the disciplinary action, make reasonable effort to discover whether or not the employee did in fact violate or disobey a rule and/or order of management.

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

3. The District agrees to explore various alternatives available for disciplinary action prior to discharging any employee.

d. The District agrees to the concept of progressive discipline and will use it where applicable.

e. The District shall investigate and administer discipline to employees within twenty (20) work days of the date the District knew or should have known of a violation of any rule and/or order of management. The District may request additional time if the investigation is ongoing.

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

**ARTICLE 11
GRIEVANCE PROCEDURE**

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

11.01 The employee shall report the grievance to the shop steward or such other Union representative as may be designated by the Union within ten (10) working days of the event giving rise to the grievance or within ten (10) working days of the time any party knew or had reason to know of the existence of the grievance.

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

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

11.04 Level III: If the response of the Contract Administration Department fails to resolve the grievance or if no response is received within ten (10) working days of the meeting called to discuss the grievance, the Union may request that a hearing officer be appointed to hear the grievance. If no request is received within ten (10) workdays of the Level II decision or within twenty (20) workdays of the Level II hearing if no Level II decision is rendered, the Union waives its right to arbitration. The selection of the arbitrator shall be mutually agreeable to the Union and the District. If no agreement is possible, the arbitrator shall be selected from a list of arbitrators provided by the American Arbitration Association or developed between the parties. The list shall include an odd number of candidates; each side shall select one name to strike, in alternating turns, until only one name remains. The order of striking shall be determined by a coin toss. The selection of an arbitrator shall occur within ten (10) workdays of the request, provided a standard list is used. More time may be needed if a fresh list is requested from the American Arbitration Association. The District and Union may agree to adopt an acceptable list of arbitrators.

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The arbitrator shall not be an employee of the District or a member of the union. All expenses for the arbitrator shall be borne by the losing party. The arbitrator shall hold a hearing as soon as it can be scheduled by the person selected. The arbitrator shall notify all parties as to the time, date, and place of the hearing. The arbitrator shall rule on all matters of substance and procedure, including timeliness, as well as the admissibility of evidence. Each party shall be given an opportunity to appear in person and/or by attorney, to produce witnesses and cross-examine. The arbitrator shall issue and serve upon the parties a written determination of the grievance within twenty (20) working days of the close of the hearing, or as soon thereafter as is possible. The arbitrator's decision shall be final and binding.

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

**ARTICLE 12
EXAMINATION OF RECORDS**

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

12.02 The Union representative or employee shall have the right to examine employee records pertaining to wages, hours, and conditions covered by this Agreement. The District shall make available original or copies of the original records for examination by the Union representative or the employee, upon forty-eight (48) hours' notice from the Union or employee to the office where the record is available.

12.03 The employee may request removal of written records of disciplinary action after twelve (12) months from the date of the incident and any records of disciplinary actions which have been removed from an employee's record shall not be the basis for a more severe disciplinary sanction during any future disciplinary proceedings.

**ARTICLE 13
EMPLOYEE CLASSIFICATION**

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

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

13.03 The Union will be notified of changes to PVAs when posted.

**ARTICLE 14
CLASSIFICATIONS**

<u>Range</u>	<u>Position Title</u>
M-10	Lead
M-9	Automation Fire Alarm Specialist Diesel Generator Mechanic Specialist Journeyman Electrician Journeyman Plumber Heat & Vent Sheet Metal Specialist Senior Automotive Specialist, Diesel Generator Mechanic
M-8	Auditorium Technician A.V. Equipment Repair Specialist Building Controls Specialist Data Communication Specialist Diesel Generator Mechanic Technician Electronics Specialist Equipment Operator Expediter Facilities Maintenance Specialist Fixed Asset Warehouse Specialist General Maintenance Specialist Glass Specialist Heat & Vent Chemicals Specialist Heat & Vent Specialist Material Control Specialist Mechanical/Welding Specialist Playground Equipment Specialist Refrigeration Specialist Roofing Specialist Senior Automotive Technician Senior Carpenter Senior Locksmith Senior Painter

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Small Equipment and Appliance Repair Specialist
Senior Warehouse Specialist
Support Equipment Repair Specialist

M-7 Automotive Service Technician
A.V. Equipment Repair Technician
Truck Driver

Supply Specialist
Tool Room and Parts Technician

M-6 Carpenter Electrician
Facilities Maintenance Technician
Glass Technician
Heat & Vent Technician
Locksmith
Painter
Plumber
Roofer
Truck Driver/Warehouse Specialist
Refrigeration Technician
Student Nutrition / Maintenance Technician

M-5

M-4 Facilities Maintenance Helper
General Maintenance Helper
Heat and Vent Assistant
Refrigeration Helper

M-3 Courier/Laborer

An employee who believes their position should be reclassified may apply to the District Reclassification Committee during the budget process in October. Established procedures of the Reclassification Committee will be followed.

14.02 General or Facilities Maintenance Employees.

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

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14.03 Shift Differential.

- a. Employees who are assigned to shifts which begin after noon shall receive shift differential pay of fifty cents (\$0.50) per hour for the total shift.
- b. Employees who are assigned to shifts which begin after 6 p.m. shall receive shift differential pay of sixty cents (\$0.60) per hour for the total shift.
- c. Employees who are assigned to a swing shift or night shift shall receive shift differential pay for all compensable hours until the employee's shift is changed as stated in Article 26.05.

14.04 Mileage Reimbursement. Employees covered by this Agreement will not be required to use private automobiles in the conduct of the District's business. However, employees who volunteer the use of their private automobile shall be reimbursed at the approved Federal Internal Revenue Service rate, adjusted annually. Employees shall not use their personal vehicle without prior approval from the supervisor. 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.

14.05 Tools, Uniforms, Property, and Licenses.

- a. The Employer will determine the composition of a basic set of tools for each craft section and shall furnish employees the appropriate set of tools necessary to perform the activity required of them. Employees shall be responsible for issued tools and equipment during the term of their employment with the District. Tools (i.e. hammers, drills) and equipment (i.e. trucks, lifts) are defined as items normally associated with completing craft work. Property is defined as items required to complete assigned tasks i.e. office supplies, keys, etc.

Stolen tools will be replaced upon presentation of a police report. Upon termination, the employee will turn their issued tools in to their supervisor. Any tools not returned shall be replaced by the employee with tools of equal quality. Replacement tools are to be approved by the supervisor.

It is understood and agreed that the District shall provide the tools initially necessary to perform the jobs required and shall replace those tools damaged or worn through normal wear and tear. The Employer will replace said tools when returned by the employees. Employees are required to notify their supervisor within 24 hours of any lost property or tools. However, the employee shall be responsible to replace lost tools they have been issued.

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In addition, safety equipment issued to employees assigned to Vehicle Maintenance shall include coveralls; which shall be supplied and cleaned by the District, and must be worn. Change outs shall be available three (3) times per week.

b. Each employee shall be responsible to account for the tools, protective clothing, and equipment so supplied, ordinary wear and tear excepted. Protective clothing, tools, and equipment which becomes damaged or is stolen through the employee's carelessness, negligence, or deliberate act, shall be replaced or paid for by the employee.

c. Paint Unit employees shall be paid an additional fifteen cents (\$0.15) per hour to cover the costs of purchasing and cleaning the required uniforms. Other units may also opt for uniform pay if all employees in the unit agree to wear the required uniforms.

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

e. Employees will be reimbursed for the cost of District-required craft licenses or certifications.

f. The District shall provide all safety equipment and personal protection devices required by the District or O.S.H.A.

14.06 Wages.

Fiscal Year 2020 – 2021

Wages for the Fiscal Year 2020/2021.

Range	Step 1	Step2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
M-10	\$27.67	\$31.56	\$33.25	\$33.53	\$33.81	\$34.08	\$34.25	\$34.42
M-09	\$26.98	\$30.84	\$32.53	\$32.80	\$33.07	\$33.34	\$33.51	\$33.67
M-08	\$26.04	\$29.93	\$31.59	\$31.85	\$32.12	\$32.39	\$32.54	\$32.70
M-07	\$23.98	\$27.86	\$30.90	\$31.15	\$31.41	\$31.67	\$31.83	\$31.99
M-06	\$23.72	\$27.60	\$30.05	\$30.30	\$30.55	\$30.80	\$30.95	\$31.10
M-05	\$23.14	\$27.01	\$28.62	\$28.86	\$29.10	\$29.35	\$29.49	\$29.63
M-04	\$22.55	\$26.44	\$28.05	\$28.28	\$28.51	\$28.74	\$28.88	\$29.02
M-03	\$19.58	\$21.34	\$22.94	\$23.13	\$23.32	\$23.52	\$23.63	\$23.74

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Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
M-10	\$34.59	\$34.76	\$34.91	\$35.09	\$35.27	\$35.45	\$35.63	\$35.79
M-09	\$33.83	\$33.99	\$34.16	\$34.33	\$34.50	\$34.67	\$34.84	\$35.02
M-08	\$32.86	\$33.02	\$33.18	\$33.35	\$33.52	\$33.69	\$33.86	\$34.01
M-07	\$32.15	\$32.31	\$32.45	\$32.61	\$32.77	\$32.93	\$33.09	\$33.26
M-06	\$31.25	\$31.40	\$31.55	\$31.71	\$31.87	\$32.03	\$32.19	\$32.33
M-05	\$29.77	\$29.91	\$30.06	\$30.21	\$30.36	\$30.51	\$30.66	\$30.81
M-04	\$29.16	\$29.30	\$29.45	\$29.59	\$29.74	\$29.89	\$30.04	\$30.18
M-03	\$23.85	\$23.96	\$24.08	\$24.20	\$24.32	\$24.44	\$24.56	\$24.68

Wages for the Fiscal Year 2021/2022.

Range	Step 1	Step2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
M-10	\$28.23	\$32.19	\$33.92	\$34.20	\$34.49	\$34.76	\$34.94	\$35.11
M-09	\$27.52	\$31.46	\$33.18	\$33.46	\$33.73	\$34.01	\$34.18	\$34.34
M-08	\$26.56	\$30.53	\$32.22	\$32.49	\$32.76	\$33.03	\$33.19	\$33.35
M-07	\$24.46	\$28.41	\$31.51	\$31.77	\$32.04	\$32.30	\$32.47	\$32.63
M-06	\$24.19	\$28.15	\$30.65	\$30.91	\$31.16	\$31.42	\$31.57	\$31.72
M-05	\$23.61	\$27.55	\$29.19	\$29.44	\$29.68	\$29.93	\$30.08	\$30.22
M-04	\$23.00	\$26.97	\$28.61	\$28.85	\$29.08	\$29.32	\$29.46	\$29.60
M-03	\$19.98	\$21.77	\$23.40	\$23.59	\$23.79	\$23.99	\$24.10	\$24.21

Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
M-10	\$35.28	\$35.46	\$35.61	\$35.79	\$35.98	\$36.16	\$36.32	\$36.51
M-09	\$34.51	\$34.67	\$34.84	\$35.02	\$35.19	\$35.36	\$35.54	\$35.72
M-08	\$33.52	\$33.68	\$33.84	\$34.02	\$34.19	\$34.36	\$34.54	\$34.69
M-07	\$32.79	\$32.96	\$33.10	\$33.26	\$33.43	\$33.59	\$33.75	\$33.93
M-06	\$31.88	\$32.03	\$32.18	\$32.34	\$32.51	\$32.67	\$32.83	\$32.98
M-05	\$30.37	\$30.51	\$30.66	\$30.81	\$30.97	\$31.12	\$31.27	\$31.43
M-04	\$29.74	\$29.89	\$30.04	\$30.18	\$30.33	\$30.49	\$30.64	\$30.79
M-03	\$24.33	\$24.44	\$24.56	\$24.68	\$24.81	\$24.93	\$25.05	\$25.18

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Wages for the Fiscal Year 2022/2023.

Range	Step 1	Step2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
M-10	\$28.79	\$32.83	\$34.60	\$34.88	\$35.18	\$35.46	\$35.64	\$35.81
M-09	\$28.07	\$32.09	\$33.84	\$34.13	\$34.40	\$34.69	\$34.86	\$35.03
M-08	\$27.09	\$31.14	\$32.86	\$33.14	\$33.42	\$33.69	\$33.85	\$34.02
M-07	\$24.95	\$28.98	\$32.14	\$32.41	\$32.68	\$32.95	\$33.12	\$33.28
M-06	\$24.67	\$28.71	\$31.26	\$31.53	\$31.78	\$32.05	\$32.20	\$32.35
M-05	\$24.08	\$28.10	\$29.77	\$30.03	\$30.27	\$30.53	\$30.68	\$30.82
M-04	\$23.46	\$27.51	\$29.18	\$29.43	\$29.66	\$29.91	\$30.05	\$30.19
M-03	\$20.38	\$22.21	\$23.87	\$24.06	\$24.27	\$24.47	\$24.58	\$24.69

Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
M-10	\$35.99	\$36.17	\$36.32	\$36.51	\$36.70	\$36.88	\$37.07	\$37.24
M-09	\$35.20	\$35.36	\$35.54	\$35.72	\$35.89	\$36.07	\$36.25	\$36.43
M-08	\$34.19	\$34.35	\$34.52	\$34.70	\$34.87	\$35.05	\$35.23	\$35.38
M-07	\$33.45	\$33.62	\$33.76	\$33.93	\$34.10	\$34.26	\$34.43	\$34.61
M-06	\$32.52	\$32.67	\$32.82	\$32.99	\$33.16	\$33.32	\$33.49	\$33.64
M-05	\$30.98	\$31.12	\$31.27	\$31.43	\$31.59	\$31.74	\$31.90	\$32.06
M-04	\$30.33	\$30.49	\$30.64	\$30.78	\$30.94	\$31.10	\$31.25	\$31.41
M-03	\$24.82	\$24.93	\$25.05	\$25.17	\$25.31	\$25.43	\$25.55	\$25.68

Each year on July 1, employees shall move one step within their assigned range. Employees returning to the same job title from an unpaid leave of more than half the number of workdays in the work year shall retain the step held previous to the leave. Step 1 is the entry level for new employees unless it is determined by Human Resources that they have equivalent work experience and in this case, the employee would be placed at Step 2.

14.07 Market-Based Pay Adjustments. If the District determines that market conditions require a range or classification(s) within a range be compensated above the existing range, the District, with written agreement by the Union, may compensate employees in the range or classification(s) within the range up to one hundred twenty-five percent (125%) of the maximum step in the range.

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ARTICLE 15
WORKING RULES

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

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

1. Shall be provided fourteen (14) working days' advanced notice of the shift assignment.

2. Shall be assigned to such shifts for a minimum of ninety (90) calendar days unless otherwise mutually agreed. This guarantee shall not apply to temporary shift changes, e.g., summer, etc., only to permanent shift assignments.

3. Shall bid for shifts and locations according to the seniority provisions of the Labor Agreement.

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

1. Holidays, vacation, and other types of leave will be calculated utilizing a standard ten-hour workday.

2. Shall not be entitled to a paid lunch at the conclusion of the ten-hour shift. Other lunch provisions covered by the Agreement will govern.

3. Shall not be covered by the Monday through Friday workweek provision of this Agreement. Employees assigned a regularly scheduled shift on Saturday and/or Sunday will be placed on four ten-hour shifts per week. Employees temporarily assigned Saturday and/or Sunday work under the overtime provisions of the Agreement will not be entitled to coverage as employees regularly scheduled to 4-10 shifts.

15.02 General Overtime Rules.

a. Employees shall be paid at one and one-half (1-1/2) times the basic straight-time hourly wage rate for compensable hours in excess of eight (8) or ten (10) in any regular work day depending on assigned shift, or for compensable hours in excess of forty (40) in any one (1) week. Further, employees who are requested to work outside the regular scheduled shift shall be paid at overtime rates.

b. Employees working in excess of twelve (12) hours in any continuous work period shall be paid at two (2) times the basic straight-time hourly wage rate.

c. For employees assigned to 5-8 shifts, the sixth day of work shall be paid at one and one-half (1-1/2) times the straight rate. For employees assigned to 4-10 shifts,

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the fifth and sixth days shall be paid at one and one-half times (1-1/2) the straight rate. All work performed on the seventh consecutive day worked in a work week shall be compensated at the double time rate of pay. Shifts regularly scheduled to start on or after 8:00 p.m. on Sunday evening are considered Monday workdays.

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

e. Overtime shall be offered as follows:

In the Warehouse and Student Nutrition units, first to regular employees of the work unit, then to regular employees of the other work unit, and last to regular employees of the bargaining unit.

The following units shall be treated in the same manner:

- Facilities Maintenance and Equipment Operators
- Roofing and Carpentry,

In all other work units, first to regular employees of the work unit and then to regular employees of the bargaining unit.

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

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

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

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

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15.04 Call-Outs.

a. The call-out rotation list shall not be included in the scheduled overtime rotating list provided above. Call-outs or refusals will be charged against the employees' call-out rotation list. Employees who sign up for overtime are expected to be available to accept the call-out. The District will maintain and post a call-out overtime list and offer overtime first to the employee at the top of the rotation list and then to others in descending order on the rotation list.

EXCEPTION TO THE ABOVE CALL-OUT PROCEDURE:

When an employee, with operational knowledge, has been working with a vendor on a project and is required to assist after regular duty hours that employee shall be called out.

Employees who have volunteered for overtime work, but refuse such work more than twice per thirty (30) calendar day period, will be removed from the overtime list for the next ninety (90) days. Employees who volunteer for call-out may request to be issued a cellular phone. If an employee fails to answer a call placed to their cellular phone, it will be treated as a refusal of work.

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

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

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

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

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

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15.05 Standby.

a. Employees who accept standby on weekend duty shall receive six (6) hours' pay at the appropriate overtime rate for each day of standby. Employees on standby shall receive actual hours worked at the appropriate overtime rate for calls to a work site occurring after six (6) hours from the first call. All calls during the initial six (6) hours shall be included in the six (6) hours standby pay for each day. Employees will not be required to serve standby duty.

b. A regular employee who is working under this Section shall be released from duty at the completion of the job for which called back or called out. If subsequent emergencies occur within the initial six (6) hour call-out period, the employee will be dispatched accordingly. This will only apply to emergency situations, not to routine duties.

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

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

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

**ARTICLE 16
WORK ASSIGNMENTS**

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

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

16.03 Non-bargaining unit supervisors may perform craft work during an emergency, safety issue, or staffing problem; however, a supervisor may work at the craft no more than ten (10) hours in any workweek. Emergency situations or staffing problems shall be adjusted during the next workday, unless the District can demonstrate an inability to rectify the situation that quickly, in which case it shall be rectified as soon as possible.

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16.04 When four (4) or more are assigned to work as a crew at a site outside of the assigned shop grounds, and the craft lead is unable to make any visits to the job site during a work shift, the District shall designate one of the crew members as a Craft Lead and will pay Craft Lead scale for the hours worked. The District may select one (1) of the three (3) most senior qualified employees who will be assigned to the work detail as Craft Lead.

16.05 Craft Leads may be on duty at all times during the swing or graveyard shifts and are expected to provide input on work performance to supervisors.

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

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

a. Employees will be appointed to modified duty status within the bargaining unit, consistent with the employee's ability to perform the major duties assigned, as directed by a physician's statement at the time of application for a modified duty appointment. Modified duty may be assigned outside the employee's bargaining unit when bargaining unit work is not available.

b. Employees may be in modified duty status for a period not to exceed one hundred thirty (130) workdays in a twenty-four (24) month period beginning the first day of the first modified duty status.

c. No more employees may be placed in modified duty status than will permit the District to perform required bargaining unit duties.

d. Employees who are appointed to modified duty status shall receive the rate of pay earned in the position held prior to the injury, prorated for the number of hours the employee is able to work.

e. Employees will be returned to their former position in accordance with contractual provisions and only with a release from a physician which indicates the employee is able to perform the duties of the assignment before the injury, which may include a reasonable accommodation.

f. All applicable Workers' Compensation regulations will apply during the appointment to modified duty status.

g. If an employee is unable to return to work after the use of ninety (90) consecutive workdays of modified duty, the employee will be placed in either leave without pay or Family Medical Leave status, in accordance with applicable contractual provisions which may include Family Medical Leave Status.

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h. An employee may be required to be evaluated by a District appointed physician at no cost to the employee, prior to or during the appointment to modified duty status.

**ARTICLE 17
TIME RECORDS**

17.01 Employees are responsible for accurately recording time worked, location worked and work orders completed, as required by individual departments. Time records of employees shall not be changed downward, i.e., reduced in value, without first consulting with the employee involved and the authorized Union representative and/or shop steward. Copies of the employee's time records shall be made available from 8:00 a.m. to 4:30 p.m., Monday through Friday, by the District for inspection by the employee or authorized Union representative and/or shop steward upon three (3) workday's notice by the Union. This time limit may be extended if necessary based on the volume of time records requested. Clocking another employee in or out shall not be done by any unauthorized individuals and only with notification to the affected employee.

**ARTICLE 18
CONDITIONS AND HEALTH BENEFITS**

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

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

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

18.03 Payday. The District shall establish a bi-weekly payday on which employees shall be paid every other Friday. If a regular payday falls on a holiday, then the last working day before such holiday shall be considered payday.

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

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18.05 Termination Pay. When an employee is terminated by the employer, all compensation owed to the employee becomes due immediately and shall be paid within three (3) working days. When the employee terminates their employment, the employee compensation will be paid on the next regular bi-weekly payday.

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

18.07 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).

a. 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 employee benefit plans. Coverage shall begin on the first day of the month following attainment of eligibility.

b. 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.

c. The District's monthly contribution amount will be one thousand six hundred and ninety-five dollars (\$1,695.00) effective July 1, 2020 through June 30, 2023. 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 contribution and any subsidy from the reserve account. The amount of contribution provided by the District shall be equal to the highest monthly contribution provided by the District for members of any other employee group participating in the District's employee health benefits plan during the life of this agreement.

d. Employees who choose to waive health insurance coverage under the District's benefits plan must provide proof of health insurance coverage from another health insurance provider.

e. The Union may have up to two (2) representatives on the District Health Benefits Task Force.

f. 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

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reimbursed from such accounts in accord with established rules.

18.08 Employees with compensable claims under the Workers' Compensation Act, who are absent from work for extended periods, shall retain their health insurance coverage consistent with current FMLA statutory requirements. It is the employee's responsibility to cover whatever employee contribution may be inherent in the option plans in which they are enrolled.

**ARTICLE 19
HOLIDAYS**

19.01 Paid Holidays.

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

New Year's Day	Thanksgiving Day
Martin Luther King Day	Thanksgiving Friday
February Holiday*	Day Before Christmas
Memorial Day	Christmas Day
Independence Day	Day Before New Year's
Labor Day	

* Selected by the School Board.

If during this agreement the District recognizes any new holidays not mentioned in the above list as a District wide holiday, including Veteran's Day, the day(s) shall be added to the above list of holidays off with pay.

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

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

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

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

**ARTICLE 20
LEAVES**

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

a. **Annual Leave Entitlement**

1. <u>Service</u>	<u>Annual</u>	<u>Monthly</u>
Up to 3 years	21	14 hours (.08077/hour)
Over 3 years / less than 5 years	24	16 hours (.09231/hour)
Over 5 years / less than 7 years	30	20 hours (.11539/hour)
Over 7 years / less than 9 years	33	22 hours (.12693/hour)
Over 9 years	36	24 hours (.13846/hour)

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

b. **Regular Use of Leave.** Annual leave may be used for any purpose desired by the employee with the advance approval of the supervisor. Leave requests shall be submitted at least three (3) workdays in advance of the requested leave period.

There shall be no forced leave except in those instances where an emergency such as an earthquake, fire, a pandemic, or other natural disaster has been declared by the Governor of the State of Alaska, the Mayor or the Superintendent, which would force the closure of schools. If such an emergency is declared, employees may elect to use any

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accrued Annual Leave or Leave Without Pay, if the employee has exhausted their available Annual Leave. An employee using Leave Without Pay shall be considered as being in pay status for the purposes of eligibility for holiday pay under Article 20, Section 20.01e. Should the closure occur on the first day of the month, any employee using Leave Without Pay shall continue to be covered by the District for Life and Health Insurance.

Annual leave shall be granted at times and in amounts most desired by employees whenever possible subject to the following:

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

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

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

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

c. **Maximum Accrual.** Accrued and unused annual leave may be carried over from one calendar year to the next, provided that in no case shall the amount carried over exceed 600 hours. Any accumulation over 600 hours which exists on the second payday in January of each year shall be automatically cashed out and checks issued in February.

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

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

f. **Probationary Period.** New regular employees shall accrue leave in accordance with this Article, but may not take any such leave with pay until after the

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completion of six hundred (600) work hours of employment, except in the case of illness or emergency.

g. Emergency Leave Bank.

1. **Eligibility.** An employee accruing annual leave shall contribute four (4) hours of annual leave yearly to the Bargaining Unit Emergency Leave Bank. Four (4) hour contributions to the Emergency Leave Bank will occur automatically through payroll deduction during the first sixty (60) calendar days of each fiscal year or during the first sixty (60) calendar days of employment each fiscal year, except that in the event the Emergency Leave Bank exceeds one thousand (1,000) hours on June 30, the above four (4) hour contribution to the Bank will be deferred, except for new employees, for the subsequent year or until such time that the hours in the Bank number 200. Anyone electing not to join the Emergency Leave Bank will inform the Human Resources Department in writing within fifteen (15) working days after reporting date. Refusal to join the Emergency Leave Bank will bar the employee from membership in or benefits from the Bank for the period of employment with the School District unless notification is received in the Human Resources Office in writing during the open enrollment period of September 1 through 15 of each year.

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

3. **Arrears.** An employee who terminates employment with the District still owing leave to the Emergency Leave Bank, and is subsequently re-hired by the District, shall be required to repay the Emergency Leave Bank in the same manner set forth prior to the previous termination.

h. Bargaining Unit Leave Bank.

1. **Establishment.** A Bargaining Unit Leave Bank shall be established upon the adoption of this Agreement. The District will make an initial contribution of four hundred (400) hours of leave to establish the Leave Bank.

2. **Administration.** The Leave Bank shall be administered by the District with a quarterly report of the balance and withdrawals provided to the Union. Bargaining group members shall contribute annually two hours to the Bargaining

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Unit Leave Bank. The two hour contribution to the Bargaining Unit Leave Bank will be deferred, except for new employees, as long as the balance in the Bargaining Unit Leave Bank is 400 hours or more on June 30 of any year. If the balance goes below 400 hours, the contribution will be reinstated. The contribution to the Bank will occur automatically through payroll deduction no later than November 15 each year or the first ninety (90) calendar days of employment.

3. Use of Bargaining Unit Leave. Withdrawal requests from the Bank will be for the purposes of contract negotiations, participation in grievance proceedings (as a witness or otherwise), executive meetings, training sponsored by the Bargaining Unit leadership, and other Bargaining Unit related purposes. Withdrawal requests from the Bank shall be authorized only by elected or appointed Bargaining Unit representatives or the District's Labor Relations Department. Leave transferred to the Bank is final and not recoverable for credit to an employee's accrued leave. The release of employees for Bargaining Unit leave shall be managed the same as release for annual leave.

i. **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 probationary period.

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

20.02 Sick Leave.

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

1. Personal illness of the employee;
2. Death in the immediate family up to a maximum of ten (10) days.
3. Serious illness, or accident requiring confinement in hospital of an immediate member of the employee's family up to a maximum of five (5) days; and
4. Maternity and other temporary disabilities, subject to physician's written supporting statement.

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

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c. **Physician's Verification.** The supervisor may require, in advance, that any absence due to illness be supported by a physician's statement that the employee was sick or injured and that the employee was incapacitated for work for that period of absence. An employee who calls in sick for three (3) or more consecutive days may be required, without advance notice, to provide a statement from a physician supporting the employee's absence.

d. **Abuse of Sick Leave.** An employee who misrepresents the actual reason for an absence due to sick leave shall be subject to termination of employment.

20.03 Professional Leave.

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

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

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

20.04 Short-Term Military Leave.

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

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

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

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

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

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

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

20.06 Legal Leave.

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

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

c. **Exceptions.** No member is entitled to paid legal leave when the member is involved in personal litigation, litigation arising from outside employment, is a witness for the union in arbitration against the district, or is a plaintiff in action being taken against the District. Personal litigation is defined as participation in a legal proceeding involving the member or individuals of the member's immediate family. An employee shall, however, be entitled to use any accrued or unpaid leave for this purpose.

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20.07 Union Leave.

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

20.08 Leave Without Pay.

a. **General Conditions.**

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

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

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

4. **Return from Leave.** An employee returning from a leave of absence without pay must notify the department head one (1) week prior to the expiration date of the leave in order to permit planning, scheduling, and placement. Returning employees will assume their former position, provided their leave without pay position can be kept vacant or filled on a temporary basis. Otherwise, the department head shall appoint returning employees to a comparable position within the department or arrange for appointment to the first opening of a comparable position. Employees who lose District medical coverage while on leave without pay must re-establish their medical and life insurance eligibility in accordance with Articles 19.07 and 23 upon their return to work.

20.09 Medical Leave. The District will provide Medical Leave in accordance with Alaska Family Leave Act (AFLA), Family Medical Leave Act (FMLA), and Military Family Leave.

a. **Insurance.** During medical leave, the District will pay for medical insurance

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coverage in accordance with FMLA provisions. During the period of time the individual is receiving health benefits under medical leave, the District will also pay for life insurance coverage.

b. **Physician's Verification.** The granting of medical leave will require a written statement from the doctor treating the employee outlining the nature of the disability and estimating the time when the employee will be able to return to employment.

20.10 Unauthorized Leave.

a. **Unauthorized Absences.** Any employee who is absent from duty shall report the reason thereof to the employee's supervisor as soon as possible. Unauthorized and unreported absences shall be reported as leave without pay, and may be cause for disciplinary action up to and including termination (see 21.08(a).(3)).

**ARTICLE 21
PENSION AND RETIREMENT**

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

21.02 Supplemental Retirement Accounts. The District currently offers a 403(b) program which employees may elect to participate in.

Program changes to the District's supplemental retirement program (i.e. 403(b)) will be at the sole discretion of the District.

**ARTICLE 22
LIFE INSURANCE**

Eligibility requirements for life insurance benefits are the same as those for medical insurance benefits eligibility.

22.01 The District shall provide, on a fully-paid basis, a group life insurance protection plan for each regular employee in a face amount triple (three [3] times) the employee's annual salary rounded to the next highest one thousand dollars (\$1,000.00), as described in the insurance policy provided by the District's insurance carrier, to be paid to the employee's legal beneficiary. In the event of accidental death or dismemberment, the insurance shall pay double (two [2] times) the face amount of the policy. A copy of the District's insurance policy is available to employees upon request.

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

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

**ARTICLE 23
SAFETY**

23.01 Safety Committee.

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

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

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

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

e. All work should be executed in a safe manner. The Alaska State Safety Code and OSHA regulations shall serve as minimum standards.

f. A safety committee composed of equal representation from the District and Union-designated employee representatives shall be created to inspect all tools and equipment, review safety programs and training, and enforce safety practices and regulations. The committee shall meet quarterly or more often if needed. The safety committee shall have the specific authority to deny the department concerned the right to operate equipment, until the safety committee has approved equipment and conditions as being safe. The safety committee shall have the right to recommend disciplinary action for any employee who disregards safety practices and regulations.

g. Safety Committees may be established at different District Facilities (i.e. Maintenance, Warehouse, etc.) and the number of union employee representatives shall be limited to one (1) for every twenty-five (25) employees, or portion thereof. These committee members shall serve for one year and thereafter be replaced. The Director or designee, shall serve as chairman; vacancies on the committee shall be filled by temporary appointments by the respective-parties.

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23.02 Vehicle Accident Review.

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

b. All accidents will be investigated not later than ten (10) workdays after the receipt of the written accident report by the Director of the department the employee works in, and the director will render a decision as to whether it is preventable or non-preventable based on the standards established by the National Safety Council, unless documented extenuating circumstances exist. This time limit may be extended by mutual consent of the District and the Union. The decision of the Director shall be followed unless, within ten (10) working days of notification, the employee disputes the director's decision.

c. To request a review by the accident review committee, the driver will submit, in writing, a request for review to the investigating director. In which case, the dispute shall be referred to the accident review committee for further action. Findings of the accident review committee will be followed and no disciplinary action will be taken until the accident review committee has determined the accident to be preventable or non-preventable.

d. An accident review committee will be appointed to review all accidents over one thousand dollars (\$1,000.00) in damage, or involving personal injury requiring medical treatment at a medical facility, which are referred to the committee. The accident review committee will consist of three (3) individuals, one assigned by the Union, one assigned by the District, and the third member will be chosen by mutual consent of the District and the Union. The District representative will act as chairperson during school years (effective July 1) that begin in an odd year and the Union during those that begin in even years.

e. The appropriate directors will ensure that all accident report forms, including police and medical reports, are forwarded to the chairperson of the accident review committee for the chairperson's review at the accident review committee meeting.

f. Members of the accident review committee shall investigate all accidents brought to its attention by the employee or the District, and shall render a decision as to whether it is preventable or non-preventable. Upon completion of the accident review, a decision will be rendered within seven (7) workdays and be forwarded to the appropriate director and the employee. The recommendations of the committee shall be followed.

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

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

23.04 The School District shall schedule safety meetings by unit or section each calendar month. All employees shall be allowed to attend. Notice of safety meetings shall be posted forty-eight (48) hours in advance. In the event safety meetings are not scheduled by a given unit or section, the Union will inform the District and a safety meeting will be scheduled within ten (10) workdays.

**ARTICLE 24
DUTY SECTIONS**

24.01 Work Units.

- Carpentry
- Controls
- Lock
- Roofing
- Glass
- Paint
- Electrical
- Electronics
- Heating and Ventilation
- Plumbing
- Mechanical
- Fire Security
- Facilities Maintenance*
- Equipment Operators*
- General Maintenance
- Materials Control
- Warehouse
- Student Nutrition
- Student Nutrition Facility Maintenance and School Cafeterias
- Vehicle Maintenance**
- Student Transportation Maintenance**
- Audiovisual
- Auditorium
- Data Communications

*Facilities Maintenance employees and Equipment Operators shall be considered one (1) work unit for the purpose of normal day to day operations which will allow equipment to be operated on all shifts as long as a member of either work unit is assigned to that shift.

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They shall be considered separate work units for the purpose of overtime, vacation scheduling, shift bidding, promotions, layoff, etc. Equipment Operators shall be the first source for operating equipment, including sweepers, when on-duty and readily available to operate the equipment.

24.02 Established Lines of Supervision. The District reserves the right to arrange work units under assigned supervisors and leads in such a manner as best suits its operational needs. This arrangement will be posted in the work zone so established lines of communication are known to the employees. Craft leads will be selected in accordance with Article 9.06. Craft leads may be assigned duties over multiple work units as determined by the District. Leads will not be expected to have technical expertise in areas outside their assigned work unit.

**ARTICLE 25
SENIORITY**

25.01 Work Unit Seniority.

a. Work unit seniority shall be established as follows: The employee having the longest continuous term of service in a work unit with the District shall be number one on the seniority list, with all other employees in that work unit listed in descending order of time with the District in that work unit. Such list shall be posted. An employee, who leaves and subsequently returns, shall start accumulating work unit seniority over unless returned during the probation period for promotions.

b. Work unit seniority shall not affect the employee's overall service with the District for the purposes of accruing leave or longevity benefits.

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

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

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

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25.05 Shift/Location Assignments.

a. The ASD and Local 959 agree to the following procedures to ensure operational efficiency and maintenance of seniority rights in shift assignment, by work section:

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

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

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

4. No employee may bump another employee from an assigned shift/location except as provided in (1) above and in Article 27.01.

5. The District shall not make changes to the shifts or locations at less than ninety (90) day intervals, if changes are made to the shifts, the shifts shall be bid again with a minimum of fourteen (14) calendar days' notice prior to implementation. This shall not apply to temporary shift changes or location changes.

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

25.06 Equipment Training Backup. Training to operate District equipment will be provided to the Facility Maintenance unit on a voluntary basis, in seniority order, and then to other members of the bargaining unit, in order of seniority. In order for the efficient accomplishment of snow removal at Student Transportation, it is agreed that qualified bargaining unit employees at that location are permitted to clear snow and sand the parking lots using any equipment necessary.

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ARTICLE 26
LAYOFFS

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

26.02 The District shall confer with the Union prior to issuance of any notices of layoff to employees covered by this Agreement.

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

26.04 An employee laid off shall be offered the first job opportunity within the other work units before a new hire, provided the employee is qualified to perform the work. If a laid off employee is offered a job opportunity within this bargaining unit at the same range as the position the employee left and the employee rejects the offer, all recall rights are terminated. Returning employees shall be placed at the same step as occupied at the time of lay-off. This job opportunity shall not apply to the discharge section.

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

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

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

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ARTICLE 27
FOOD SERVICE SHORTENED WORK YEAR

27.01 Student Nutrition Staffing Needs.

The present staffing formulation at Student Nutrition stipulates some number of regular Warehousemen/Drivers to work fewer than twelve (12) months. Access to the shortened work year shall be bid annually by seniority within the Student Nutrition Unit. Student Nutrition shall make known to the employees, by May 1 each year, the last day Student Nutrition employees will be needed and the date employees are expected to return to work. If an insufficient number of employees bid for the shortened years, they shall be assigned in inverse order of seniority as follows:

a. When help is needed at the Warehouse facility, affected Warehousemen / Drivers from Student Nutrition will be afforded first right of refusal for work assigned to meet that need, subject to expression of interest as required in three (3) below.

b. Under no circumstances will the District hire temporary employees to perform the duties traditionally assigned to Warehouse Specialist/Drivers until all those in shortened work year status from Student Nutrition have been afforded the opportunity to accept the work at the Warehouse.

c. In order to meet the needs of the District, as well as give notice to affected employees, the following shall apply:

1. The District shall give notice to Student Nutrition Warehousemen / Drivers of known summer work opportunities by April 1 of each year.

2. Warehousemen/Drivers shall indicate the times they will be available for the above work by May 1 of each year by signing a list.

3. If an insufficient number of Student Nutrition Warehousemen/Drivers sign up for the needed Warehouse work, the District may fill the voids with temporary employees.

4. Student Nutrition Warehousemen/Drivers who sign up to work at the Warehouse will be required to show up during the periods they have signed up for, except in cases of illness or emergency, or by utilizing the leave approval process.

5. Any Warehousemen/Drivers from Student Nutrition who do not sign up will forfeit the opportunity to be considered for work during the shortened work year period. Positions will be filled from this list in seniority order and will be paid at the rate appropriate to their regular classification.

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

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

**ARTICLE 28
PROTECTION OF RIGHTS**

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

28.02 Work on Facilities or Grounds not owned or operated by the Anchorage School District. Any ASD employee covered by this Bargaining Agreement who is required to perform work of any nature on property or at a facility not owned or operated by the Anchorage School District shall have all the rights afforded them under this agreement.

28.03 Subcontracting

a. **Subcontracting to Achieve Savings.** The District may contract out work normally assigned to bargaining unit employees to meet its needs during budgetary shortfalls when the District can demonstrate cost savings. This action may result in a reduction of the work force, through layoff. If work is contracted out it shall be for at least a full fiscal year. The District agrees to meet and confer with the Union before a subcontract is entered into at which time, upon request of the Union, the District will provide relevant documentation, e.g. wages and overtime rates, number of employees, work to be assigned. The Union may provide to the District, any material it believes is relevant to cost calculations.

During the term of this negotiated agreement, the District and the Union may explore the concept of managed competition.

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

1. When there is additional work due to new construction, rehabilitation due to fire damage, vandalism, water damage, roof damage, etc.

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2. When there is seasonal work that cannot be reasonably completed by regular employees, such as installation of relocatables, snow removal, ground maintenance, or other day-to-day operational requirements. The District will not subcontract work for the sole purpose of avoiding payment of overtime to regular employees who are on site and directly available.

3. The District will not subcontract work or adopt a volunteer program under this section for the purpose of reducing the number of positions in this bargaining unit.

4. Should the District determine to not fill a vacant position that work will not be accomplished by subcontracting or by any entity other than this bargaining unit.

c. **Volunteers.** The District may use volunteers in projects that may fall within work areas currently assigned to employees in this bargaining unit—consistent with b.3 above. The District assumes no responsibility for restricting volunteers consistent with other Sections of this Agreement.

**ARTICLE 29
OVERLOADS**

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

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

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

**ARTICLE 30
REVOCATION OF DRIVERS' LICENSES**

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

30.02 In the event an employee's driver's license is revoked or suspended because of violations of any federal, state, or municipal law by the District, the District shall provide continual employment for such employee, at not less than the employee's hourly rate of pay at the time of revocation or suspension of the license, for the entire period of revocation or suspension of the license, and the employee shall be reinstated to the seniority held prior to revocation or suspension of the driver's license, after the license is restored.

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These provisions do not apply in cases where the license revocation was the responsibility of the employee and not the District. Failure to notify the Department Director of any driver's license revocation or suspension prior to the next employee workday is grounds for dismissal.

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

**ARTICLE 31
SEPARABILITY AND SAVINGS CLAUSE**

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

**ARTICLE 32
HEIRS AND ASSIGNS**

32.01 In the event any portion of the maintenance of School District properties is assumed by the State Department of Education or the Municipality of Anchorage, this agreement will not apply to that portion of maintenance or the employees working for those entities.

**ARTICLE 33
NEGOTIATIONS**

33.01 Either party shall give sixty (60) calendar days' written notice to the other by January 1, of the final year of the Negotiated Agreement, of its desire that the Agreement be renegotiated.

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

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ARTICLE 34
TERM OF AGREEMENT

This Agreement shall become effective July 1, 2020, and shall remain in effect through June 30, 2023.

This Agreement is executed this 18th day of August, 2020, by the duly authorized agents and representatives of the parties hereto. No previous written or oral agreements shall apply after the signing of this Agreement unless by mutual agreement of the Union and the District.

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

**THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 959**

ANCHORAGE SCHOOL DISTRICT

Gary Dixon
Gary Dixon, Secretary/Treasurer

Elisa Vakalis
Elisa Vakalis, School Board President

Dale Miller
Dale Miller, Spokesperson

Deena Bishop
Deena Bishop, Superintendent

Shawn Ailport
Shawn Ailport, Team Member

Andrew Sundboom
Andrew Sundboom, Spokesperson

Joseph Gosselin
Joseph Gosselin, Team Member

Matthew Teaford
Matthew Teaford, Chief HR Officer

Rick Axtell
Rick Axtell, Team Member

Darin Hargraves
Darin Hargraves, Team Member

Jay Lawrence
Jay Lawrence, Team Member

Jason Lambert
Jason Lambert, Team Member

Don Williams
Don William, Team Member

Megan Schmidt
Megan Schmidt, Team Member

Joseph Higgins
Joseph Higgins, Team Member

Joy Chastagner
Joy Chastagner, Team Member

Andy Ratliff
Andy Ratliff, Team Member

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APPENDIX I
MINOR MAINTENANCE DUTIES FOR BUILDING PLANT OPERATORS

The District and Union are committed to providing sufficient operational flexibility as will enable the most productive and efficient utilization of public resources in meeting District responsibilities to protect and maintain its physical plant. In pursuit of that commitment, it is important that a clear understanding of how duties are to be assigned across bargaining units is needed. Building Plant Operators (represented by Public Employees Local 71) may be assigned minor maintenance duties, which are defined as those which require only a level of skill possessed by lay people who have not received specialized craft training i.e. light bulb replacement, weeding and hand mowers within fifty (50) feet of the main school or department building. If the number of positions in the Facilities Maintenance or Equipment Operator work unit is reduced below the level in place on July 1, 2017 hand mowing shall be removed from this list and that work will only be accomplished by this bargaining unit. To help promote an understanding among school principals about how much minor maintenance may be appropriately assigned to the Building Plant Operator, the following is provided:

a. The Maintenance Department can supply ceiling tile for limited ceiling tile replacement; cove base for limited replacement; touch-up paint, light diffuser covers; and sheet rock expansion anchors for picture hanging, air filters.

b. Light bulbs, electrical outlet cover plates, ice melt, plumber's plungers, small 6 foot plumber's augers, routed laminate signs for names, room numbers, and battery operated clocks.

These materials are available for use by the BPO's in completing minor maintenance tasks. Their ready availability should help improve service and avoid delays that would otherwise occur.

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APPENDIX II
TARDINESS POLICY

a. **TARDINESS:** (Arrival at the assigned work area any time after scheduled start time.)

1. The first three (3) incidents of tardiness, during any twelve (12) month period, will be free of formal disciplinary action. Employee counseling may occur.
2. The fourth (4th) incident in twelve (12) months will result in an oral reprimand.
3. The fifth (5th) in twelve (12) months will result in a written reprimand.
4. The sixth (6th) in twelve (12) months will result in a recommendation of suspension.
5. The next and last in twelve (12) months may result in termination.

Any tardiness that is proven to be due to circumstance(s) beyond the employee's control will not count as grounds for disciplinary action.

For pay purposes, time will be paid according to current District practice and in compliance with Department of Labor wage and hour laws.

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**APPENDIX III
RECLASSIFICATION**

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

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

- a. the employee is routinely performing the full duties of the higher level classification and;
- b. the employee has been in the position within the work unit for not less than five (5) years and;
- c. the employee possesses all the necessary licenses, certification and qualifications for the higher level position.

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**APPENDIX IV
SUBSTANCE ABUSE POLICY**

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

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

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

**ARTICLE I
TESTING OBJECTIVES**

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

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

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

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

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ARTICLE II
PROBABLE SUSPICION, POST-ACCIDENT, AND RANDOM TESTING

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

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

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

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

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

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

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

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

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

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

Section 9 Any employee with an alcohol and/or drug dependency problem who identifies themselves prior to a positive substance test, shall be permitted, and is encouraged, to take leave of absence for the purpose of undergoing an approved program for treatment of a dependency problem. The leave of absence must be

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requested in writing from the Director of Transportation, Director of Maintenance, or Warehouse Coordinator, as required. Leave of absence under this Section shall be granted on a one-time basis and shall be for a maximum of thirty (30) days, unless extended by mutual agreement of the District, the employee, and the Union. The District shall notify the applicable collective bargaining agent of any leaves of absence applied for under this provision.

**ARTICLE III
CONSENT PROCEDURES**

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

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

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

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

a. Make it clear to the employee that the request to sign the form and to take the test is a direct order:

b. Ask the employee if he/she understands the order. If the employee responds that he/she does not understand the order, the supervisor shall explain the order again.

c. Explain to the employee that failure to comply with the order will result in the employee being treated as having tested positive for the substance or substances for which testing was requested, and will subject the employee to being taken out of service and subjected to employee evaluation pursuant to Article II, Section 7.

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

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**ARTICLE IV
TESTING PROCEDURES**

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

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

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

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

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

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

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

**ARTICLE V
MANDATED FEDERAL REQUIREMENTS**

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

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DRUG SCREEN CONSENT

Employee Name: _____

Date: _____

Name of Management Representative Requesting Exam:

Name of Management Representative Accompanying Employee:

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

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

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

Employee's Signature

Date

Management Representative Signature

Date

Management Representative (Print Name)

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AGREEMENT FOR CONTINUATION OF EMPLOYMENT

This Agreement is entered into by and between the Anchorage School District ("District"), Teamsters Local Union No. 959 ("Union"), and _____ ("Employee"). The District is committed to providing channels of assistance for employees seeking rehabilitation. However, the Employee seeking rehabilitation must be committed in his/her efforts to remain drug and/or alcohol free. Therefore, as part of the Employee's commitment to remain free of drug and/or alcohol use it is understood that the Employee's continuation of employment by the District is based upon and constrained by the following terms:

1. The Employee must submit to evaluation of potential drug or alcohol problems by a recognized and certified Substance Abuse Professional ("SAP") selected from the attached list or agreed to by the Union and Employer. This evaluation should be completed within one week from the date of this document.

2. The Employee must agree to participate in all rehabilitation treatment recommended by the SAP.

3. The Employee must authorize the SAP to provide a copy of the SAP's recommendations to the District.

4. The Employee may return to driving duties only when the SAP concludes that the Employee is in compliance with the SAP's treatment recommendations, if any, and the Employee has tested negative for alcohol and/or drugs, as required by the SAP.

5. The SAP will closely monitor the Employee's compliance with the SAP's recommendations. Failure of the Employee to adhere to the program of treatment recommended by the SAP will subject the Employee to disciplinary action by the District, up to and including discharge.

6. The Employee, the District and the Union mutually agree that the Employee's continuation of employment for the next twelve (12) months or during the term of any recommended treatment, should it extend beyond twelve (12) months, is contingent upon the Employee's satisfactorily meeting all of the terms outlined in this Agreement, and that failure to do so may subject the Employee to immediate discipline up to and including discharge.

7. During the twelve (12) month period or such period of rehabilitation treatment as outlined by the SAP, should it be longer, the District may test the Employee for alcohol and/or drug use on an unannounced basis, not to exceed six (6) tests during the first twelve (12) months of the rehabilitation period. However, such unannounced tests are in addition to any tests that may be necessitated on a reasonable suspicion or random basis as part of the District's Substance Abuse Program or any tests performed by the treatment center as part of its program to monitor compliance with its treatment program. The Employee will be subject to disciplinary action up to and including discharge if the

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Employee refuses to submit to testing or if the Employee tests positive for drugs or alcohol during this period.

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

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

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

Dated this _____ day of _____, 20_____.

THE DISTRICT:

By _____

Its _____

THE UNION:

By _____

Its _____

THE EMPLOYEE:

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IMPAIRED BEHAVIOR REPORT

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

Speech:

Dexterity:

Standing/Walking:

Judgment/Decision Making:

Appearance (eyes, clothing, etc.):

Supervisor: _____

Witness: _____

Date: _____ Time _____