

COLLECTIVE BARGAINING AGREEMENT

Between

THE ANCHORAGE SCHOOL DISTRICT

And

**THE TOTEM ASSOCIATION
OF
EDUCATIONAL SUPPORT PERSONNEL,
APEA/AFT (AFL-CIO)**

July 1, 2006 through June 30, 2009

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PREAMBLE

The main purposes of this Agreement are to ensure the efficient and uninterrupted operation of the District and to establish fair and reasonable compensation and working conditions for the employees covered by this Agreement. If there is any conflict between the terms of this Agreement and policy of the District, the terms of this Agreement shall be controlling.

SECTION 100 ASSOCIATION RIGHTS

101 ASSOCIATION REPRESENTATION

The Anchorage School District, hereinafter referred to as the District, recognizes the TOTEM Association of Educational Support Personnel, APEA/AFT (AFL-CIO), hereinafter referred to as the Association or TOTEM, as the sole and exclusive bargaining representative for its full-time and part-time employees filling the job titles covered by the Agreement, and who have not been declared Exempt, for the purposes of collective bargaining with respect to wages, hours, and work conditions.

Exempt positions are defined as positions that have been assigned duties that include routine access to files and/or information that could create a conflict in the collective bargaining process between loyalties to the District and loyalties to the Association. When the decision has been made to declare a position Exempt, the District and the Association shall in good faith exhaust all reasonable means to reach agreement before the District implements the change, and such agreement shall not be unreasonably withheld by either party. If after such efforts have been made, agreement cannot be reached, the disagreement may be submitted to the Alaska Labor Relations Agency for resolution.

Employees covered by this Agreement who bid on and are selected for positions outside of this bargaining unit shall forfeit TOTEM affiliation and seniority. All non-represented employees in the TOTEM Association's community of interest will be accepted as part of the TOTEM bargaining unit by the District upon proof that the TOTEM Association has been requested to be the bargaining agent by such employees.

102 JOB REPRESENTATIVES

The Association President and/or a duly authorized representative shall be empowered to speak for the Association in all matters covered by this Agreement, and shall be permitted to visit any unit during work hours after advance notice to the unit supervisor.

No more than fourteen (14) Job Representatives, (not more than one per location), including the Association President, shall also be appointed from among bargaining unit members and shall be the last employees terminated unless discharged for just cause. Job Representatives shall be allowed, upon notification made to the immediate supervisors, to represent employees

in disciplinary conferences and investigate/administer grievances during work hours. Job Representatives shall not suffer any loss of compensation for reasonable time spent in pursuit of Job Representatives' duties. The District may take appropriate action for excessive use of time by a Job Representative. The Association shall have access to all employees covered by this Agreement on a not-to-interfere basis.

The Association shall designate to the District in writing Association Representatives and the District shall not be required to recognize or deal with any employees other than those designated.

103 MEMBERSHIP PAYROLL DEDUCTIONS

103.1 Service Fee

The District shall notify the Association of new employees covered by this Agreement, or of existing employees transferred to a position covered by this Agreement, within one month of the effective date. Before or at the completion of the first full month of work of a new or an existing employee and as a condition of continued employment, all employees shall authorize in writing to the District, on a form provided by the Association, the normal uniform Association initiation and professional service fee to be deducted from the employee's paycheck.

In accordance with AS 23.40.225, the District and the Association agree to safeguard the rights of non-association of employees having bona fide religious convictions based upon tenets or teaching of a church or religious body of which an employee is a member. Upon submission of proper proof of religious convictions to the Alaska Labor Relations Agency, the Agency shall declare the employee exempt from becoming a member of a labor organization or employee association. The employee shall pay an amount of money equivalent to regular Association dues to the Association through payroll deduction by the District. Non-payment of this money subjects the employee to the same penalty as if it were non-payment of dues. The Association shall contribute an equivalent amount of money to a charity of its choice not affiliated with a religious, labor or employee organization. The Association shall submit proof of such contribution to the Alaska Labor Relations Agency and the District.

103.2 Membership Dues

Employees who voluntarily join the Association and pay membership dues shall not be required to pay the professional service fee described in Section 103.1. Employees who desire to become Association members shall indicate in writing to the District, on a form provided by the Association, authorizing that the normal uniform Association initiation fees and dues are to be deducted from their regular paychecks. Employees who are on long-term leave (over thirty (30) calendar days) are required to pay their TOTEM Association dues/service fee in order to remain a member in good standing. The District will provide notice to the affected employees of this.

103.3 Dues Payment

The District will make monthly payments to the Association for authorized initiation, professional service fees and membership dues. If an employee is in violation of Section 103.1 first paragraph, the Association, after exhausting every reasonable effort to insure compliance, shall notify the District that in accordance with Section 103.1 such employee(s) is no longer in compliance with the provisions of this section and therefore no longer eligible for employment. The District shall, within forty-five (45) calendar days after receipt of written notice from the Association requesting termination action, discharge an employee who has not complied with the requirement to pay the Association dues or service fee.

The Association agrees to indemnify and hold harmless the District if a dispute should arise over the District's administration of this section including the termination of an employee no longer eligible for employment as provided above.

103.4 Special Employee Contributions

Voluntary political contributions to the Association may be made by payroll deduction, provided the employee signs an approved authorization designating the amount to be deducted. Deductions will be made each fiscal year in the first paycheck in October and in the first paycheck in March. Such deduction will be transmitted to the Association within one week of the paycheck deductions.

103.5 Union Membership

The District will not restrain an employee from belonging to the Association or from taking an active part in the Association's affairs or will not discriminate against an employee because of Association membership or lawful organizational activity.

104 EMPLOYEE INFORMATION

104.1 Membership Reporting to Association

The District shall furnish to the Association a monthly report listing the names, location, home address, telephone number, occupation, hire date, months per year, hours per week of all employees covered under this Agreement.

104.2 Employee Access to Personnel File and Building Unit File

An employee shall have the right, upon request of an appointment, to review any or all materials originating subsequent to employment with the District and placed in the employee's official personnel file and/or building unit file. The review of the personnel file must occur in the presence of a Human Resource representative. The review of the building unit file must occur in the presence of the supervisor. At the employee's request, a TOTEM representative may accompany the employee. The District shall maintain only one official personnel file for each employee. Upon an employee's written request to the Contract Administration Department, letters of warning and reprimand will be removed from the official personnel file after three and

one half years, provided that no similar subsequent entries have been made into that file, except in cases of serious misconduct, e.g. sexual impropriety, violence, insubordination, etc. This opportunity shall not be given in cases of suspension, termination, or disciplinary demotion.

The District shall provide an employee with a copy of any materials placed in the official personnel file and/or building unit file, at the time of placement, which relate to work performance. An employee shall have the right to respond in writing to any material placed in such file; the response shall become part of the file. Anonymous derogatory materials shall not be placed in the official personnel file and/or building unit file.

Unless otherwise mandated by law or court authority, the District shall not release information on past or present employees without the employee's written release, except the employee's hire and termination dates, job title(s) and work location(s).

104.3 Information Requests

All formal requests from the Association for information pertaining to the District's compliance with this Agreement, or which may be necessary to investigate grievances or prepare for arbitration, shall be in writing to the Executive Director of Human Resources or designee with a copy to the appropriate supervisor, principal or department manager. The District shall respond in writing to such information requests as soon as reasonably possible, but in no event later than fourteen (14) calendar days from the date the request was received by the District. If timely compliance by the District is not possible, the District shall explain in writing why, and indicate a date certain when compliance will be completed.

105 ASSOCIATION USE OF DISTRICT FACILITIES

105.1 Building Usage

When appropriate meeting space in buildings owned or leased by the District is available, the space may be used for Association meetings provided that a request is approved in advance pursuant to the Building Rental Policy of the District. Requests must be signed by the Association President.

105.2 Bulletin Board Usage

Upon request, the Association will be provided reasonable space for the posting of Association notices on bulletin boards specified by the District.

105.3 Inter-school Mail Usage

The Association Office shall be a stop on the District mail route. The Association shall be permitted to use the interschool mail system for the purpose of distributing information to employees only when the District has determined that the information pertains to the business of the District. The Association agrees to place the

Association's heading on all communications that it distributes and to address all communications to a particular individual. It is the exclusive right of the District and Association to utilize the interschool mail system for communication with bargaining unit employees. The Association may also utilize the electronic mail system for the purpose of conducting regular business with the management of the District.

106 ASSOCIATION WORKSHOPS

Two days during the spring vacation will be scheduled for workshops approved by the District's Training and Professional Development Department and conducted by the Association. These two days will be considered part of the normal work year. Employees, other than those on leave under Section 407, will receive regular pay on submission of attendance verification for the workshop hours they attended. Less than 12-month employees must either attend the Association Workshops or take leave. At the employee's option, the leave may be paid. Twelve-month employees will be allowed and encouraged to attend these workshops as long as the necessary functioning of the District offices can be accommodated. At the District's discretion, tutors and instructional assistants may be allowed the option of attending workshops for certificated employees of the District. Fee(s) will be the responsibility of the employee.

107 EMPLOYEE TRAINING

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

The District will provide fourteen (14) hours of training for Association members employed six hours or more per day, and seven hours of training for Association members employed less than six hours per day. The training will be provided, either through release from normal work time or by paid additional time, to complete the training outside normal work hours. No compensation will be provided for travel to attend training programs which are conducted within the boundaries of the Anchorage School District. The employer and the employee have the shared responsibility to identify relevant training opportunities and provide each other with timely notification. The supervisor will make every effort to support employee requests.

107.1 Tuition Reimbursement

The District may reimburse the cost of tuition, textbooks, registration fees, and other related materials for District approved or directed external training or education designed for job enhancement. All participants in external training programs, upon course or class approval by their supervisors, shall submit their requests for reimbursement to the appropriate District representative.

107.2 First Aid Training

The District will ensure that all school-based employees who have regular contact with students shall be current in first aid training which meets State of Alaska requirements. All newly hired school based employees will receive training within six months of their initial employment. The District reserves the right to require first aid training as a part of applicant criteria for those positions which have regular contact with students. In cooperation with the supervisor, the employee will schedule training at a time that is least disruptive to the workplace.

107.3 Special Training Opportunities for Bilingual Tutors

The District has implemented and shall maintain a program designed to encourage career development for Bilingual Tutors, leading to a degree in Bilingual Education or an endorsement in ESL. Each year the District shall deposit a minimum of \$10,000 into a training account to fund tuition reimbursement for Bilingual Tutors engaged in a bona fide program of education. Employee participation in the program will require proof of acceptance into a course of study designed to result in the tutor's attainment of an advanced certificate or a degree in Bilingual Education. All employees interested in participating in the training program must notify the District no later than May 31 for the upcoming school year. If less than \$10,000 is required to fund the training commitment, the District may allocate the funding to another program within the Bilingual Department. The District commits to maintain the availability of funds for tuition reimbursement at a reasonable level, except in the case of emergency conditions which mandate severe budget cuts for staff training programs District-wide.

Available funding will be distributed fairly among applicants, in such a manner as to ensure maximum participation.

108 ASSOCIATION LEAVE BANK

There is hereby created an Association Leave Bank administered by the District, with a semi-annual report of the balance and withdrawals provided to the Association. Employees accruing leave shall contribute annually one hour to the Bank through payroll deduction during the first thirty (30) calendar days of employment and/or when the amount of Association leave time in the Bank is less than 750 hours.

Withdrawal requests from the Bank will be for the purposes of Agreement negotiations, Executive meetings, Association sponsored training, and other Association-related purposes. Requests for withdrawals from the Bank shall be made

by the Association President or designee to the employee's supervisor with a copy of the request sent to the Leave Management Specialist. Such requests shall be approved and shall not be unreasonably denied. Leave transferred to the Bank is final and not recoverable for re-credit to an employee's annual leave. Bank accumulation is not transferable to any other bargaining unit.

108.1 Association President

The Association President shall be granted leave from the individual's position with the District and assigned to the Association office on a full-time basis, forty hours per week, twelve months per year. The President shall be paid by the District in accordance with Sections 502, and 507 of the Agreement at the highest range/step on the salary schedule. Ninety-five (95) hours of leave per week shall be charged to and deducted from the Association Leave Bank. Annual leave accrued by the President during the term of office shall be donated to the Association Leave Bank. Prior leave may be cashed in or retained until the term of office is completed, according to the terms of this Agreement. The District shall cover the President under the Medical, Life Insurance, and P.E.R.S. programs established under this Agreement.

At the conclusion of the term of office, or upon voluntary severance, the President shall be reassigned to a position equivalent to the position held prior to becoming President. The President may apply and be considered for other vacancies during the term of office. The President, while on full-time release, shall not work for the District in any other capacity. Release time for the President will be July 1 through June 30, which corresponds to the District's fiscal year. During the term of office, the President shall retain his/her benefit status, including but not limited to seniority, longevity, etc. in effect prior to assuming the position as President.

As President of the Association, the President is in no way a liability of and/or legal responsibility of the District during the term of this agreement, nor is the District in any way legally or financially responsible except as agreed to herein, for the President during the term of this Agreement. The Association agrees to defend and hold the District harmless from any suit or claim of any sort that might be asserted against the District arising out of the actions of the President during the term of this Agreement.

109 ASSOCIATION LEAVE

109.1 Negotiation Leave

The Association in contract negotiations will be represented by the employees in the bargaining unit, not to exceed six. Such representatives shall be selected in any manner the Association desires. The District will provide paid leave for actual across-the-table negotiations and reasonable travel time for the six bargaining team members.

109.2 Short-Term Leave

The Job Representative shall be allowed, following notification to the appropriate supervisor, to handle requests, complaints, and grievances arising under this Agreement with the proper District Representative during working hours. The Job Representative shall suffer no loss of compensation for a reasonable amount of time spent in pursuit of his/her Job Representative Duties.

SECTION 200 MANAGEMENT RIGHTS

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 matters, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following:

To manage the District generally; to decide the number and location of facilities; to decide all machines and 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 thereof to the Association and the employees, to require compliance therewith by employees; to discipline and discharge employees for just cause. Management shall have all other rights and prerogatives, including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in this Agreement.

SECTION 300 HOLIDAYS

301 HOLIDAY ELIGIBILITY

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

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

302 HOLIDAYS OBSERVED

The following days are designated as holidays off with pay:

New Year's Day
Martin Luther King Day
February Holiday*
Memorial Day
Independence Day (12-Month
employees only)

Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day
New Year's Eve

*As scheduled on the school calendar, to be celebrated on a Monday or a Friday.

303 HOLIDAYS FALLING ON WEEKEND

If a holiday falls on Sunday, the following Monday shall be considered the holiday. If a holiday falls on Saturday, the Friday immediately preceding the holiday shall be considered to be the holiday.

304 HOLIDAY PAY RATE

Holidays shall be paid at straight-time rates for the employee's normally scheduled work hours per day.

SECTION 400 LEAVE

401 ANNUAL LEAVE

401.1 Annual Leave Usage

Annual leave may be used for employee personal needs, sickness, or vacation. Personal needs and vacation times shall be mutually agreed upon by the District and the employee at such time as will least interfere with the functions of the District, but which accommodates the desires of the employee to the greatest degree feasible.

401.2 Annual Leave Applications

The employee has three options with respect to leave. The employee may take the days as leave, may accumulate them, or may cash in leave provided a minimum of forty (40) hours remains in their leave balance. Cash leave request forms must be received in the Payroll Department seven working days in advance of the next scheduled check release date in order to be included with that check.

The less than twelve-month employee shall take annual leave, unpaid leave, or compensatory time, at the employee's option during workdays noted as "V" on the school calendar. Twelve-month employees must use one-third of earned leave per calendar year.

401.3 Annual Leave for Illness

401.3.1 Annual Leave Supervisor Notification

Except for circumstances beyond the control of the employee, all employees must notify the school principal, supervisor or designee of illness within the first half-hour of the scheduled day of work. Employees failing to do so will be subject to a loss of pay for the involved day.

401.3.2 Annual Leave Physician's Verification

The supervisor may require that any absence for more than three consecutive days 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.

401.3.3 Annual Leave Abuse

An employee who misrepresents the actual reason for an absence due to illness shall be subject to disciplinary action but does not preclude the employee from using the Grievance Procedures.

401.3.4 Annual Leave Accrual

- A. For employees hired before July 1, 2004, the following rates of accrual will apply:

Employees who are on continuous pay status and with less than three years service shall accrue leave at the rate of two and one-half days for each full month of employment; or at the rate of .1154 hours per hour worked, exclusive of overtime. The basis for computation shall be 173.33 hours per month, exclusive of overtime.

Employees on continuous pay status with three years but less than five years service shall accrue leave at the rate of two and three quarter days for each full month of employment; or at the rate of .1269 hours per hour worked, exclusive of overtime. The basis for computation shall be 173.33 hours per month, exclusive of overtime.

Employees who are on continuous pay status for five years or more shall accrue leave at three days for each full month of employment; or at the rate of .13846 hours per hour worked, exclusive of overtime. The basis for computation shall be 173.33 hours per month, exclusive of overtime.

- B. For employees hired after June 30, 2004, the following rates of accrual will apply:

Employees who are on continuous pay status and with less than three years service shall accrue leave at the rate of one and three-quarter days for each full month of employment; or at the rate of .08077 hours per

hour worked, exclusive of overtime. The basis for computation shall be 173.33 hours per month, exclusive of overtime.

Employees on continuous pay status with three years but less than five years service shall accrue leave at the rate of two and one quarter days for each full month of employment; or at the rate of .10385 hours per hour worked, exclusive of overtime. The basis for computation shall be 173.33 hours per month, exclusive of overtime.

Employees on continuous pay status with five years but less than eight years service shall accrue leave at the rate of two and three-quarter days for each full month of employment; or at the rate of .12693 hours per hour worked, exclusive of overtime. The basis for computation shall be 173.33 hours per month, exclusive of overtime.

Employees who are on continuous pay status for eight years or more shall accrue leave at three days for each full month of employment; or at the rate of .13846 hours per hour worked, exclusive of overtime. The basis for computation shall be 173.33 hours per month, exclusive of overtime.

Accruals for leave for partial days or partial months worked shall be calculated on a proportional basis.

Employees shall earn leave only when on pay status. Pay status shall be defined as time spent on the job or on any approved paid leave. Leave accrued while an employee is on paid leave status, however, shall be canceled if the employee terminates employment or fails to resume active duty upon completion of the authorized leave, except in serious emergency circumstances which have been approved by the Human Resources Department. Leave shall not accrue during periods of unpaid leave.

401.4 Family Medical Leave

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

401.5 Annual Leave Accrual for Part-Time Employees

Employees who work less than eight hours per day and who are on continuous pay status shall accrue leave on a prorated hourly basis.

401.6 Annual Leave Accrual for Initial Probationary Employees

A new employee becomes eligible for taking annual leave upon completing ninety (90) calendar days of continuous District employment. The ninety (90) calendar day period shall exclude that period of time which is not considered as the employee's work year. New employees shall accrue leave in accordance with Section 401.3 and 401.5, but may not take leave with pay for the first ninety (90) calendar days, except for personal illness or for "V" days, for less than 12 month employees.

401.7 Annual Leave Maximum Accrual

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 320 hours. Accumulation over 320 hours at the end of the last payroll period of each calendar year shall be automatically cashed out within thirty (30) calendar days.

401.8 Annual Leave Payment upon Termination

Upon termination, employees shall be paid in full for all accrued leave; however, accrued leave shall not be paid to employees terminated during the initial probationary period. In the event of the death of an employee, the employee's estate will be paid in full for accrued leave.

401.9 Wellness Leave

All Association members shall be granted up to one day of wellness leave each school year, equal to the number of hours regularly worked, in addition to accrued leave as provided in 401.3.4. Wellness leave shall be scheduled by mutual agreement of the employee and the supervisor. Such leave will all be utilized in one day and shall not carry over beyond the end of the fiscal year. Wellness leave may not be used on the scheduled workday preceding a holiday or on the scheduled workday following a holiday.

402 PROFESSIONAL LEAVE

402.1 Professional Leave for Official Meetings

Attendance at official District meetings shall be considered duty time when attendance has been approved in advance by the Superintendent or designee.

402.2 Military Leave

Temporary military leave (up to 16½ cumulative workdays in any one calendar year) shall be granted when a written request by a military authority stating reasons why the leave is necessary and a leave request have been submitted to the Human Resources Department. Upon submission of proof of the amount of military pay received by the employee, the District will pay the employee the difference in the military pay and regular District pay for the day(s).

403 ELECTION LEAVE

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

404 JURY DUTY AND LEGAL PROCEEDINGS

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

Whenever a Bilingual Tutor is subpoenaed to provide service at or in connection with a legal proceeding, the Bilingual Tutor will be considered on leave without pay status from District employment, and shall be permitted to keep any compensation provided for such subpoenaed service.

405 CIVIC DUTIES

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

406 SICK LEAVE BANK

406.1 Sick Leave Bank Eligibility

An employee accruing annual leave shall contribute three (3) hours annually to the Association Sick Leave Bank. The contribution to the Bank will occur automatically through payroll deduction during October of each school year or during the first ninety (90) calendar days of employment. If the Sick Leave Bank drops below 2000 hours, an additional three (3) hours of annual leave shall be contributed to the Bank. Employees electing not to join the Bank will inform the Human Resource Department in writing within ten (10) workdays after the reporting date. Refusal to join the Sick Leave Bank will bar the employee from membership in or benefits from the Bank for the period of employment with the District unless notification is received in the Payroll Office in writing during the open enrollment period of September 1-10 of each school year. Employees electing to withdraw from the Bank will inform the Human Resource Department in writing before July 1.

406.2 Sick Leave Bank Administration

The Sick Leave Bank will be administered by a committee of three members: two members appointed and one elected by the Association. Representatives from the Payroll and Benefits Departments appointed by the District shall provide information and assistance to the committee on an as-needed basis. The committee shall develop and revise the criteria for Bank usage. Annual leave days donated to the Bank shall be cumulative from year to year. Any employee who has donated leave to the Bank and who has exhausted accumulated annual leave may make withdrawals, subject to approval by the Sick 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 this decision.

406.3 Catastrophic Leave

In the case of catastrophic illness or extreme hardship, an Association member may be provided leave through Association member leave donations. The donor must have at least one week's leave remaining after the donation is deducted.

407 UNPAID LEAVE

The District may approve employee unpaid leave for up to one year for medical reasons or compelling personal reasons. The employee shall submit the unpaid leave request to the Human Resources Department at least thirty (30) calendar days in advance, except in emergency situations over which the employee has no control. Unpaid leave for medical reasons shall require a physician's statement upon request for leave and certification of ability to return to work at the end of the leave. Unpaid leave shall not be granted until annual leave has been exhausted, unless the leave is for Workers' Compensation. While on unpaid leave, the employee is ineligible to work for any other employer without preauthorization from the District. Employees who lose District medical coverage while on leave without pay must re-establish their medical eligibility in accordance with Section 701 upon their return to work.

The employee shall notify the Human Resources Department in writing no less than thirty (30) calendar days prior to the end of the approved leave for the purpose of confirming the intention to return. Failure to meet the notification requirement relieves the District of any obligation to reemploy the individual. After proper notification and upon return from approved leave of one year or less the employee shall be reassigned to the original position. Employees who return to work shall be placed at the same step as occupied at the time leave was granted. If they have occupied that step for at least one-half of their work year at the time of leave, they shall advance in step the following July 1. This section and the procedure covered do not apply to probationary employees.

408 TRAVEL DELAY LEAVE

When a TOTEM employee is absent because of travel delay beyond their control, the District shall grant annual leave, subject to written verification from a source acceptable to the

District. TOTEM employees are expected to contact their supervisor in advance of the absence, unless it is impossible to do so.

Paid leave shall be granted for transportation delays occurring while the TOTEM employee is on a trip organized and executed for District business.

SECTION 500 WAGE AND FINANCIAL BENEFITS

501 CLASSIFICATION PLAN

The job titles listed are indicative of the type of work performed by the employees in this bargaining unit. Ranges and job titles are for the purpose of establishing appropriate compensation.

<u>Range</u>	<u>Job Title</u>
Range 7	Distribution Clerk Switchboard Operator/Inter. Clerk Typist
Range 8	Library/Media Assistant - Elementary Nurse Assistant Senior Clerk Teacher Assistant Teacher Assistant - NCLB Teacher Assistant, Bilingual/Bi-Literate Teacher Assistant, Kindergarten Teacher Assistant, Kindergarten - NCLB
Range 9	Distribution Clerk/Science Center Library/Media Assistant - Secondary Human Resources Administrative Clerk Senior Administrative Clerk
Range 10	Career Resource Advisor Classroom Tutor - NCLB IEP Clerical Support Clerk Indian Education Tutor/Counselor Middle School Registrar Related Services Technical Associate Secretary Senior Budget Clerk School Secretary/Elementary School Secretary/High School School Secretary/Middle School Social Skills Tutor - NCLB

Teacher Assistant, Computer Lab- NCLB
 Teacher Assistant, Gifted Program
 Teacher Assistant, Special Education, ASL/English
 Teacher Assistant, Special Education, Behavior Support
 Teacher Assistant, Special Education, Blind/Visually Impaired
 Teacher Assistant, Special Education, OT/APE
 Teacher Assistant, Special Education, Psychology
 Teacher Assistant, Special Education, Resource Early Childhood & Elementary
 Teacher Assistant, Special Education, Resource Early Childhood & Elementary - NCLB
 Teacher Assistant, Special Education, Resource Secondary
 Teacher Assistant, Special Education, Resource Secondary - NCLB
 Teacher Assistant, Special Education, Special Programs Early Childhood & Elementary
 Teacher Assistant, Special Education, Special Programs Early Childhood & Elementary - NCLB
 Teacher Assistant, Special Education, Special Programs Secondary
 Teacher Assistant, Special Education, Special Programs Secondary - NCLB
 Teacher Assistant, Special Education, Speech

Range 11 Activities Clerk
 Bilingual Tutor
 Brailist
 Child in Transition/Pre-School Tutor - NCLB
 Financial Data Control Clerk
 Instructional Associate
 International Tutor
 Migrant Ed Outreach Tutor
 Senior High Registrar
 Youth Development Tutor

Range 12 Administrative Assistant
 Administrative Assistant/Alternative
 Administrative Assistant/Elementary
 Administrative Assistant/High School
 Administrative Assistant/Middle School
 Audio Visual Control Clerk
 Bibliographic Control Clerk
 Cashier
 Library Automation Clerk
 Payroll Assistant

501.1 Reclassification

A District Reclassification Committee has been established to review any requests for reclassification. The Association President or designee will be invited to any meetings which concern the possible reclassification of TOTEM positions, and will be able to provide input on the Association's position relative to the reclassification request. A copy of the reclassification procedures will be provided to the Association upon request, or upon modification of the procedures by the District.

502 WAGE SCHEDULE

Effective July 1, 2006 through June 30, 2007

RANG E	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
7	11.1 5	11.6 5	12.1 5	12.4 5	12.7 5	13.4 9	13.9 1	14.2 7	14.6 8	15.0 4	15.9 0	16.2 7	16.7 0	17.0 1	17.4 4	17.76
8	11.5 5	12.0 5	12.5 5	12.8 5	13.1 5	13.9 1	14.3 2	14.6 8	15.0 9	15.4 5	16.3 2	16.7 0	17.1 2	17.4 9	17.8 6	18.18
9	11.9 5	12.4 5	12.9 5	13.2 5	13.5 5	14.3 2	14.7 3	15.0 9	15.5 0	15.8 6	16.7 5	17.1 2	17.5 4	17.9 1	18.2 9	18.60
10	12.3 5	12.8 5	13.3 5	13.6 5	13.9 5	14.7 3	15.1 4	15.5 0	15.9 1	16.2 7	17.1 7	17.5 4	17.9 7	18.3 4	18.7 1	19.03
11	12.7 5	13.2 5	13.7 5	14.0 5	14.3 5	15.1 4	15.5 5	15.9 1	16.3 3	16.6 9	17.6 0	17.9 7	18.3 9	18.7 6	19.1 3	19.45
12	13.1 5	13.6 5	14.1 5	14.4 5	14.7 5	15.5 5	15.9 7	16.3 3	16.7 4	17.1 0	18.0 2	18.3 9	18.8 2	19.1 9	19.5 6	19.88

Effective July 1, 2007 through June 30, 2008

RANG E	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
7	11.3 7	11.8 8	12.3 9	12.7 0	13.0 1	13.7 6	14.1 9	14.5 6	14.9 7	15.3 4	16.2 2	16.6 0	17.0 3	17.3 5	17.7 9	18.12
8	11.7 8	12.2 9	12.8 0	13.1 1	13.4 1	14.1 9	14.6 1	14.9 7	15.3 9	15.7 6	16.6 5	17.0 3	17.4 6	17.8 4	18.2 2	18.54
9	12.1 9	12.7 0	13.2 1	13.5 2	13.8 2	14.6 1	15.0 2	15.3 9	15.8 1	16.1 8	17.0 9	17.4 6	17.8 9	18.2 7	18.6 6	18.97
10	12.6 0	13.1 1	13.6 2	13.9 2	14.2 3	15.0 2	15.4 4	15.8 1	16.2 3	16.6 0	17.5 1	17.8 9	18.3 3	18.7 1	19.0 8	19.41
11	13.0 1	13.5 2	14.0 3	14.3 3	14.6 4	15.4 4	15.8 6	16.2 3	16.6 6	17.0 2	17.9 5	18.3 3	18.7 6	19.1 4	19.5 1	19.84
12	13.4 1	13.9 2	14.4 3	14.7 4	15.0 5	15.8 6	16.2 9	16.6 6	17.0 7	17.4 4	18.3 8	18.7 6	19.2 0	19.5 7	19.9 5	20.28

Effective July 1, 2008 through June 30, 2009

RANG	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
7	11.60	12.12	12.64	12.95	13.27	14.04	14.47	14.85	15.27	15.65	16.54	16.93	17.37	17.70	18.15	18.48
8	12.02	12.54	13.06	13.37	13.68	14.47	14.90	15.27	15.70	16.08	16.97	17.36	17.80	18.21	18.58	18.91
9	12.43	12.95	13.47	13.79	14.10	14.90	15.32	15.70	16.13	16.50	17.40	17.81	18.25	18.66	19.03	19.35
10	12.85	13.37	13.89	14.21	14.51	15.32	15.75	16.13	16.56	16.93	17.83	18.24	18.70	19.08	19.46	19.80
11	13.27	13.79	14.31	14.63	14.93	15.75	16.18	16.56	16.99	17.36	18.26	18.67	19.13	19.51	19.89	20.24
12	13.68	14.20	14.72	15.04	15.34	16.18	16.61	16.99	17.42	17.79	18.69	19.10	19.56	19.94	20.32	20.69

Beginning July 1, 2006 recognition for stability has been added to the salary schedule. Steps F - J reflect a 3% increase and Steps K - P reflect a 6% increase.

502.1 Shift Differential

A shift differential of \$0.75 per hour shall be paid to those employees whose shifts begin after 3:00 p.m. and before 4:01 a.m.

503 COMPENSATION SCHEDULE

503.1 Step movement

Step movement shall occur on July 1 in each year of this agreement and compensation for wages will be in accordance with Section 502, Wage Schedule.

503.1.1 Employees who do not receive step movement on July 1, 2006 shall receive a \$400 bonus payment issued no later than the first paycheck of November 2006.

504 WAGE STEP PLACEMENT FOR NEW EMPLOYEES

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

504.1 Eligibility Requirements

To be eligible for step movement an individual must be hired prior to December 31 in the year preceding the year in which the contract grants step movement.

505 WAGE STEP PLACEMENT UPON RE-EMPLOYMENT

Employees who terminate, and are rehired within one year will maintain the same step on the wage schedule held prior to leaving. Employees who are rehired after one year of termination may, at the District's discretion, be placed between the "A" step and the step held at the time of termination.

506 WAGE STEP PLACEMENT UPON BARGAINING UNIT TRANSFER

Employees who transfer into the bargaining unit shall be assigned, at the District's option, to a wage schedule step within the appropriate range commensurate with length of District service.

507 EMPLOYEE RECOGNITION

507.1 Professional Certificates/Education

Recognition shall be given an employee for certificates or education based on the following schedule of increases to the eligible employee's current wage. Only the highest percentage earned will be applied, and in no case shall percentages be combined.

Professional Certificates

1. Professional Standards Program (PSP) Certificate Increase
 - Basic 2%
 - Associate Professional 2%
 - Associates Degree 3%
 - Advanced I 4%
 - Advanced II 4%
 - Advanced III 6%
 - Bachelor's Degree 6%
 - Master's Degree 7%

2. Other
 - Certified Professional Secretary (CPS) Certificate 6%
 - Certified Administrative Professional (CAP) Certificate 6%

3. NCLB Requirements

Employees seeking education recognition through the 48 College Semester Credit option are responsible for providing official transcripts from an accredited institution to the Human Resources Department for review. The 48 College Semester Credit percentage will be effective on the date of receipt of the official transcripts.

Employees seeking recognition through the HELP Assessment Test and Review option shall receive the percentage when they have passed all required tests and the Human Resources Department has received the completed Review paperwork.

HELP Assessment Test and Review for Paraprofessionals	2%
48 College Semester Credits	2%

At the District's discretion, and without regard for seniority, employees receiving compensation under this section may be asked to accept reassignment to positions requiring NCLB qualifications. An employee who refuses such reassignment will relinquish 2% of additional compensation provided under Section 507.1.

507.2 Special Recognition

507.2.1 Bilingual/Bi-literate (when required)* 4%

When any employee other than Bilingual Tutor or International Tutor is required to have bilingual and bi-literate competence in English and one other language, the employee will receive a 4% increase if the employee's regular duties remain essentially unchanged. If the employee is required to function in a tutorial capacity, in addition to performing their regular duties, the employee shall receive a 4% increase or be paid at Range 11, at their appropriate step, whichever results in the highest compensation. Additional increases may be required depending upon the scope and complexity of the additional duties assigned. This premium pay will be reflected as a pay differential and will not be carried over to a position—that does not have the additional language requirement. These increases are independent of the recognition for certificates provided for under 507.1.

507.2.2 Master/Mentor Certificate

Master/Mentor Certificate holders as of June 30, 2004 will continue to receive their award through June 30, 2009. The Master/Mentor Certificate holders will continue their efforts in the mentoring of other District employees while receiving their award.

507.3 Compensation for Temporary Nursing Duties

1. Administrative Assistants at elementary schools and Alternative school programs which do not have a school nurse available for the equivalent of

one or more school days per week will receive a \$600 yearly bonus to be paid on the first paycheck in November, if they are designated to assist with nursing related duties. If another TOTEM employee is solely designated to assist with nursing related duties, that employee shall receive the \$600 yearly bonus. If more than one employee is designated to assist with nursing related duties, the yearly bonus shall be distributed among those designated employees as agreed between the employees and the school principal.

2. The Association and the District will meet each September to determine which schools will not have a school nurse available for the equivalent of one or more school day(s) per week.
3. All affected employees will be provided with adequate training in the proper procedures for storing and dispensing medication with periodic updates by the nurse or other licensed medical practitioners. A first aid certificate shall be required before an Association employee performs any nursing duties.
4. In the event that any legal action, for damages or otherwise, is instituted against an employee on account of the employee's participation in the storage and/or dispensation of either prescription or non-prescription medicine as part of the employee's assignment, the District shall hold harmless and indemnify such employee for any liability arising from such participation.

508 RETIREMENT

508.1 Public Employees' Retirement System (PERS)

Eligible employees are offered a Public Employees' Retirement System (PERS) program in accordance with State law.

SECTION 600 EMPLOYMENT AND WORKING CONDITIONS

601 EMPLOYEES

601.1 Full-time Employee Definition

Employees in positions of twenty-five (25) or more hours per week are full-time.

601.2 Part-time Employee Definition

Employees in positions of fifteen (15) or more, and less than twenty-five (25) hours per week are part-time.

601.2.1 Additional Hours

Additional hours may be allocated on a temporary basis to a position. If the employee is offered and accepts an increase to a total of five or

more hours per day for a period of more than ninety (90) consecutive workdays, the following will apply:

- the employee's wage will be at the appropriate range and step for the position;
- the employee will be eligible to receive medical benefits in accordance with Section 701 in addition to other regular benefits;
- the employee will accrue annual leave for the additional hours allocated.

601.3 Substitution in a Higher Range Within the Bargaining Unit

An employee required by the immediate supervisor to perform in a position in a higher range in the bargaining unit shall be paid at the higher range at the employee's step beginning the first day the employee performs the duties of the higher range position. Notice of such temporary change of assignment shall be in writing to the employee from the supervisor. This section applies to the period of time when the employee is relieved of the duties in the employee's current position and assigned to perform in the higher range position.

601.4 Substitution in a Position Outside of the Bargaining Unit

In the event of the absence of an employee in a position outside the bargaining unit, or a vacancy in such position, a TOTEM employee may be required by a supervisor to fill in and assume the full, regular responsibilities of that position on a temporary basis. The TOTEM employee filling in shall be paid an additional \$2.50 per hour for the first ten (10) working days. If the employee fills in for a position outside the bargaining unit for more than ten (10) working days, the employee shall be paid an additional \$4.00 per hour retroactive to the first day the employee filled in for the position. In no case shall the TOTEM employee be required or allowed to fill in for more than forty-five (45) working days. This section applies to the period of time when an employee is relieved of the duties in the TOTEM employee's current position and assigned to perform in the higher range position outside of the bargaining unit.

601.5 Additional Duty Assignment

If additional duties outside the regular work scope are added to the employee's regular position on a temporary basis, and the employee is expected to continue to perform major functions of the employee's current job, the following shall apply:

- The employee shall be paid an additional \$2.00 per hour for only the time spent doing additional duties beginning with the fourth workday, and extending no longer than forty-five (45) workdays.
- At the end of the forty-five (45) workdays, the additional duties shall cease, be mutually extended or the position shall be reviewed for appropriate reclassification.
- Additional duties outlined in Section 602.6 shall begin with the first workday.

When the supervisor elects to assign substitute duties within the same range for a short period of time, it will not be considered additional duty. If extra time is needed to

complete assigned duties, overtime at the appropriate rate of pay, shall be requested and approved.

Additional duties means the assignment of significant responsibilities, which are not included in the employee's job description, but does not refer to simple increases in the quantity of work assigned, within the type normally done. Also, additional duties does not mean "helping out" another TOTEM employee for a short period during the workday.

The assignment of additional duties will be specified and agreed to by the supervisor and the employee. The employee retains the right to decline the assignment of such additional duties.

601.6 Substitute Teachers

TOTEM employees shall not substitute for classroom teachers during their normal workday.

601.7 Absent Administrator

When a principal is absent from a school site, the responsibilities of the teacher-in-charge and the administrative assistant shall be clearly delineated to ensure that the administrative assistant does not assume responsibility for the administration of the school.

601.8 Job Descriptions

Employees new to the District and/or worksite shall be given a copy of the District's job description applicable to their job title. Other employees will also receive a copy of their job description upon written request to the Human Resources Department within thirty (30) days of the request.

The District will review all TOTEM job descriptions in collaboration with the Association, and will establish the core functions that are shared in a variety of jobs (positions).

601.9 Probationary Employee

New employees shall serve a ninety (90) calendar day probationary period upon initial appointment. The ninety (90) calendar day probationary period shall exclude that period of time which is not considered as the employee's work year. The District and the Association may mutually agree to extend the probationary period. During this initial probationary period, employees may not request transfer or promotion to another position.

602 TEMPORARY HIRES / SUPPLEMENTAL WORK

602.1 Temporary Hires Working 15 Or More Hours Per Week

Temporary hires are utilized by the District to augment the regular workforce on a short-term basis to meet specific program or project needs. Temporary hires may be utilized for short-term projects, and for a maximum of ninety (90) workdays in a department during a fiscal year, whether or not the days are consecutive.

Any temporary hire whose employment in a department within the District is extended beyond ninety (90) workdays shall automatically become a regular employee unless the District and the Association have agreed to a short-term extension in order to complete a specific project. Effective the 91st workday of employment within a department, they shall receive all rights and benefits provided to regular full-time and part-time employees and shall be subject to all employee obligations set forth in this Agreement. If the temporary employee, without a break in service, becomes a regular employee, seniority shall be counted from the original date of hire. Temporary hires shall not be utilized to perform regular bargaining unit work when a bargaining unit member is qualified and available to do the work.

- When extra funds are available to hire additional staff on a temporary basis (often during the second half of the school year) for less than ninety (90) workdays, any position which does regular TOTEM level work (a Special Education Teacher Assistant or School Secretary, for example) must be paid at the entry level TOTEM rate for the temporary position.
- Dispatch services shall only be used when a substitute for a regular TOTEM employee is required. Dispatch services shall not be used to keep an employee in a long-term temporary TOTEM position.
- Temporary hires shall not be utilized when a regular TOTEM employee is available; for example, if temporary work is needed in the afternoon at a time when a TOTEM employee could extend his or her day to do the same category of work, the TOTEM employee will be given the opportunity to extend the work day.

602.2 Supplemental Work Opportunities

Any Association employee interested in supplementing regular work hours may apply to the District. The District will give qualified Association employees preference in filling vacancies in regular Association positions until such positions are filled pursuant to Section 606, provided it does not create an overtime situation for the employee.

Any Association employee filling a vacancy in a regular Association position shall be paid at the employee's present rate or at the employee's current step at the range of the vacant Association position, whichever rate is higher.

Any Association employee filling temporary positions or hired to perform additional or special duties, shall be paid at the highest temporary/extra help rate.

602.3 Sub-Fill Protocol

- A. When a TOTEM employee goes on long-term leave, defined as one calendar year or one school year – whichever applies, the sub-fill position will be advertised and filled within thirty (30) calendar days.
- B. The sub-fill position will be filled using the same procedures for the filling of any other vacancy.
- C. If a TOTEM employee is selected for the sub-fill position, a sub-fill position will be created to replace the selected employee; the selected employee will return to his/her original position when the employee who is on leave returns.
- D. The second sub-fill position (caused by a TOTEM employee moving to sub-fill the position whose incumbent went on long-term leave) must be filled by an employee from outside the TOTEM bargaining unit. The selected employee (from outside the TOTEM bargaining unit) who fills a first or second sub-fill position will be considered as a TOTEM employee during the term of the sub-fill and will receive appropriate wages and benefits as a TOTEM employee. However, at the end of the sub-fill assignment, the employee will not have layoff or recall rights, but will be able to apply for positions in the District when TOTEM applicants apply for a period of one year from the end of the sub-fill assignment.
- E. If a TOTEM employee applies for short term leave (less than a year or school year), and then extends the leave request to a full year or school year, the outside of TOTEM bargaining unit sub-fill employee will receive the benefits specified in D. above as of the date of extension of the leave request.
- F. The sub-fill employee will be given five working days' notification of any change in assignment dates.

602.4 Special Assignments/Special Education Teacher Assistants

If a supervisor or principal, after receiving approval from the Special Education Department, requires that a Special Education Teacher Assistant be present during an overnight activity, weekend trip, or TOTEM vacation period, the first opportunity for the assignment will be provided to the Special Education Teacher Assistant who normally works with the child or group of children involved in the activity. If that Special Education Teacher Assistant is not available, the principal or supervisor will find a Special Education Teacher Assistant first from the same school and second, from other schools in the District. In any event, the Special Education Teacher Assistant will be paid, if required to participate in the activity.

The amount of the additional compensation for the activity will be announced in advance and will be in accordance with Section 602.5.

602.5 Special Assignments/Special Education Teacher Assistants (compensation)

Special Education Teacher Assistants on weekday overnight assignments will receive their regular rate of pay for the hours they are regularly scheduled to work. The overtime rate of pay will be paid for all hours worked after the end of their regular work day, and will be paid on the time card. Additional compensation of at least \$100 per night will be paid when the Special Education Teacher Assistant is required to remain overnight on weekdays.

Special Education Teacher Assistants on weekend (Saturday) overnight assignments will receive the overtime rate of pay for all hours worked with a guaranteed minimum of four hours pay. Special Education Teacher Assistants on weekend (Sunday) overnight assignment will receive the double-time rate of pay for all hours worked, with a guaranteed minimum of four hours pay. All of these hours will be paid on the timecard. Additional compensation of at least \$125 per night will be paid when the Special Education Teacher Assistant is required to remain overnight on a Friday, Saturday, or Sunday night.

If the Special Education Teacher Assistant is not required to stay overnight, but volunteers to do so, no overnight additional compensation is provided. All notification of the overnight requirement will be made prior to the assignment. Overnight stay will be considered requested or required if travel home will begin after 8:00 PM or will involve more than one hour and the Special Education Teacher Assistant is expected to return the next day.

If weekend trip activities, overnight activities, or activities scheduled during TOTEM vacation periods are planned, those activities will be announced first to the TOTEM bargaining unit, Special Education Teacher Assistants, in writing, along with the amount of the additional compensation to be paid for the activity. If no such Special Education Teacher Assistant has accepted the additional compensation within forty-eight (48) hours after it has been announced, then the additional compensation will be assigned to a Special Education Teacher Assistant if reasonable to do so and does not cause hardship. In the event assignment to a Special Education Teacher Assistant is not feasible because of hardship to TOTEM employees, it will be assigned to anyone the District deems acceptable.

If, after the procedures set forth here have been exhausted and a non-TOTEM bargaining unit employee is offered and accepts the assignment, the District may not later argue that a practice has been established which has removed the duties of the Special Education Teacher Assistant from the TOTEM bargaining unit. If the District learns that coverage for an above referenced activity is required shortly before the

activity is to occur, the District will make and document every reasonable effort to inform TOTEM Special Education Teacher Assistants first, to provide them the opportunity for the additional compensation. Proof of such efforts will be made available to TOTEM on request.

602.6 Summer School Work Opportunities

If a TOTEM employee is offered and accepts a summer school position, the following conditions shall apply. The TOTEM employee;

- shall be paid at the range and step of their regular school year position. TOTEM employees will receive step movement in accordance with the collective bargaining agreement in effect at the time;
- shall receive PERS retirement contributions and accrue leave at normal rates while working for summer school;
- shall receive their paychecks for summer school according to the regular bi-weekly schedule;
- who is in pay status the scheduled workday before and the scheduled workday following July 4th will receive July 4th holiday pay;
- who is working their normal school year position while performing duties in a summer school position will receive additional compensation for the duration they are performing both jobs in accordance with 601.5 (Additional Duty Assignment). The number of hours covered under the Additional Duty Assignment will be approved by employee's summer school supervisor;
- working summer school and in the process of being assigned to a new regular school year position will receive the hourly amount for their prior school year position until the effective date of the new position begins;
- will not be able to use leave during summer school.

602.7 Classroom Support

Fundamental to good class management and supervision, TOTEM employees should be working in the presence of a certified teacher all or most of the day. If the TOTEM employee must work with students in another location, the certified teacher will regularly check to see if support is needed.

603 HOURS OF WORK

The normal workweek shall consist of eight hours per day and forty (40) hours per week, Monday through Friday, exclusive of the lunch period. Employees are hourly and shall be paid by the number of hours worked per week. Employees will accurately record time worked in accordance with District policy.

603.1 Overtime

All work performed by an employee in excess of eight hours per day or forty (40) hours per week, or on the employee's normal days off shall be considered overtime,

provided that the employee had prior authorization from the immediate supervisor. Increments of accounting shall be to the nearest one-fourth of an hour, provided, however, when the employee is required to work overtime not contiguous with the regular work hours on the regular scheduled workdays, the minimum overtime paid shall be two hours. When the employee is required to work extra hours on the days off, the minimum overtime worked and compensated for shall be four hours. With supervisor approval, an employee may elect to accumulate compensatory time for hours worked beyond the employee's normal workday.

Hours worked beyond the employee's normal workday, but less than eight, will be accumulated at the straight time rate. One hour of straight time equals one hour of compensatory time.

603.2 Compensatory Time

Compensatory time accumulated after eight hours have been worked in one day or forty (40) hours have been worked in a week will be accumulated and paid at the rate of 1 1/2 hours for each hour of compensatory overtime.

The employee and supervisor will be responsible for maintaining an accurate accounting of all compensatory time on a form provided for that purpose by the District. It is expected that compensatory time will not be utilized in place of overtime if there is no reasonable expectation that the compensatory time can be taken within the next ninety (90) workdays. The usage of compensatory time off shall be mutually agreed between the employee and the appropriate supervisor. Unused accumulated compensatory time shall be cashed in at the appropriate rate on or before June 30 of the fiscal year in which it was earned, whichever occurs first, except as noted below.

Hours worked beyond the employee's normal workday, but less than eight, will be accumulated at the straight time rate. One hour of straight time equals one hour of compensatory time.

All overtime worked, after sixty (60) compensatory time hours have been accumulated each fiscal year, must be paid on the timecard as overtime on the next regular payday. By June 10, the supervisor shall provide Payroll with a copy of the employee's approved compensatory time log or record.

Compensatory time can be utilized at any time during the work year, including "V" days.

603.3 Time and One-Half

Pay rate for authorized overtime shall be at time and one-half.

603.4 Double Time

Double time shall be paid employees required to work on those holidays described in this Agreement in addition to regular pay for the holiday. The District reserves the right to employ personnel for less than eight hours. Overtime work performed on the seventh day of the scheduled workweek shall be paid at two times the regular hourly rate.

603.5 Employees Who Work Less Than Eight Hours

Those employees who work less than an eight hour day shall be paid at their regular rate of pay until their work day exceeds eight hours. An employee who works in split locations shall not be entitled to overtime compensation until eight hours have been worked. When figuring compensation, a reasonable time increment for travel from one work location to the other shall be used and shall be figured into the employee's total time worked for purposes of time computations for that day.

603.6 Non-Contiguous Work

If an employee is required to work after the end of the regularly scheduled shift when the required work time is not contiguous with the regularly scheduled shift even if the regularly scheduled shift is less than eight hours, the employee will receive compensation at one and one-half times the regular rate of pay for actual hours worked with a minimum of two hours of overtime. Compensation under this section shall end with the start of the regularly scheduled shift.

603.7 Alternative Schedule

The District may establish alternative work schedules that may include a flextime schedule or other alternative workweek schedules. Work schedule changes may be made after two weeks' written notice to the employee and TOTEM. Shorter notice may be given by mutual consent of the District and the employee. Work scheduled for four ten-hour days within the workweek will not include overtime for the daily hours in excess of eight. Overtime shall be paid for the weekly hours worked in excess of forty (40). Double time will be paid for work on the seventh day.

603.8 School Calendaring

In the event the school calendar is extended, employees will be expected to work when school is in session. Significant life events, or verification of travel scheduled before the change in the school calendar will be approved when leave is requested for these purposes. In the event of a dispute concerning whether or not the request for leave is a significant life event, the District will confer with the Association before a final determination is made. Prior to the end of the school year in session, all employees will be given notice of their start to work date for the next school year.

604 LUNCH PERIOD

Employees working more than four hours a day shall be allowed a duty-free minimum of thirty (30) minutes per day for the lunch period.

In the event that any employee is required, or is clearly expected by the supervisor, or with approval of the supervisor, elects to work during the lunch period, the employee will be entitled to compensation for the lunch period which has been missed, or the opportunity to reduce the work day accordingly, at the supervisor's discretion.

In adjusting work schedules under this section, the supervisor and the employee will work together cooperatively to ensure that both employee preference and the unit's operational need are fairly accommodated. Additionally, the Association will make the Contract Administration Department aware of areas in which there are any concerns.

605 REST PERIODS

605.1 Rest Period Eligibility

Employees working four hours per day are entitled to one rest period of not more than fifteen (15) minutes as part of the regular paid workday. An employee who works in excess of six hours per day is entitled to two rest periods of not more than fifteen (15) minutes each, one in the morning and one in the afternoon.

605.2 Rest Period Scheduling

Rest period scheduling should be done by the employee's supervisor at times convenient to the employee; however, rest period scheduling must accommodate the efficient operation of the unit or department. Additionally, the Association will make the Contract Administration Department aware of areas in which there are any concerns.

606 VACANCIES

A vacancy may be created by transfer, promotion, demotion, employee leave, or termination. All newly created positions and/or vacancies created by these means, while school is in session shall be advertised, posted and filled no later than thirty workdays after the position is created or vacated, except in the case of a District-wide hiring freeze, or the position shall be eliminated.

606.1 Filling of Vacancies

- A. Unless otherwise mutually agreed, TOTEM position vacancies will be advertised internally with a posting, for TOTEM represented employees only, in all District facilities for not less than three workdays.
- B. Qualified internal applicants who have submitted the required documents specifically outlined in the position vacancy announcement shall be interviewed

and considered, on merit principles, prior to acceptance of applications outside the bargaining unit. Employee applications for posted vacancies submitted within the posting period will be screened by the Human Resources Department in order to identify candidates who meet the qualifications of the Position Vacancy Announcement (PVA). Employees who are not selected for interview will be informed by letter of the reasons for non-selection upon written request to a Human Resources representative.

- C. Vacancies not filled as a result of the internal posting will be filled in accordance with established District procedures regarding advertising, interviewing, and selection.
- D. Employees who are interviewed and not selected will be informed of the reasons for non-selection upon written request to a Human Resources representative.
- E. If a supervisor has at least three candidates from the bargaining unit in accordance with Section 606.1B, one bargaining unit member shall be selected. In the event that during the interview process the interview committee can demonstrate that one or more of the bargaining unit members are unsuitable for the position, the District may fill the position with the most qualified person outside the bargaining unit.
- F. Employees will attempt to schedule interviews at times least disruptive to their normal schedules, with prior approval of the supervisor.

606.2 Promotion/Demotion/Lateral Movement

606.2.1 Definitions

Promotion means advancement to a higher paying job range.

Demotion means movement to a lower paying job range.

Lateral Movement means movement to another job title in the same range.

606.2.2 Promotion/Demotion Step Placement

A. Voluntary

An employee who is selected for a promotion or demotion requiring a change in range shall enter the new range at the same step as the step occupied prior to the change.

B. Involuntary

An employee who is involuntarily moved to a position in a different range shall enter the new range at the step closest to, but not more than, the wage of the prior position.

606.3 Transfer

Transfer means the movement from one position to another within the same job title.

606.3.1 Employee-Initiated Transfer

- A. Employees desiring a transfer within the same job title shall submit an Employee Transfer Request (Form #501) to the Human Resources office in accordance with the PVA.

- B. If more than three (3) TOTEM employee applicants request a transfer, the principal or supervisor must select at least three TOTEM applicants for interview. If there are three or fewer TOTEM employee applicants, all TOTEM employee applicants must be interviewed.
- C. If there are three (3) or more TOTEM employee applicants who request a transfer, one must be selected. If there are fewer than three (3) TOTEM employee applicants, the principal or supervisor may interview and select another qualified applicant.
- D. All TOTEM transfer applicants, who are not selected, will be notified of their non-selection according to Section 606.1 D.
- E. Once an employee accepts a transfer assignment, the employee is ineligible for consideration by this process for one fiscal year (July 1-June 30). This section does not apply to District initiated transfers or layoffs.

606.3.2 District-Initiated Transfer

When an employee transfer based on program need is initiated by the District during the employee's work year, consultation and notification shall be attempted with the employee at least two weeks prior to the transfer date.

- Employees at affected work locations will be selected for transfer based on job title, part-time/full-time status and seniority, in that order. The least senior employee in the selected part-time or full-time job title at each affected location will be transferred first.
- Employees rejecting a District-initiated transfer to the same job title at a different location shall relinquish all rights provided in this agreement and will be separated from employment with the District.

When an employee transfer based on program need is initiated by the District outside the employee's work year, consultation and notification shall be attempted with the employee at least two weeks prior to the effective date of transfer.

- Employees at affected work locations will be selected for transfer based on job title, part-time/full-time status and seniority, in that order. The least senior employee in the selected part-time or full-time job title at each affected location will be transferred first.
- Employees being displaced from their current work location will be notified in writing, if possible, before the end of the school year.
- In August, displaced employees will receive a list from the Human Resources Department of schools having position openings in the job titles from which they were displaced, along with the supervisor or principal contact information. Displaced employees have the option of returning the list that was provided them to the Human Resource Specialist with their choice of position openings prioritized in order of

1st choice, 2nd choice, etc., by the Human Resources Department established deadline.

- Supervisors and principals will receive a list from the Human Resources Department of employees who have been displaced from position titles for which they now have openings. The list will show the employee's preference of location if available.
- Supervisors and principals will have at least (3) three working days to schedule and conduct interviews. Employees may also contact supervisors and principals to request an interview.
- After the interview period has expired, a supervisor/principal staffing meeting will be held where all displaced employees will be placed. The employees will then be notified by the Human Resources Department of their new work assignment and scheduled start date.
- Employees rejecting a District-initiated transfer to the same job title at a different location shall relinquish all rights provided in this Agreement and will be separated from employment with the District.

607 DISCIPLINE AND DISMISSAL

607.1 General Rules

Discipline action may be imposed by the District for just cause. The principles of progressive discipline shall be followed. Generally, that progression will include (1) oral reprimand, (2) written reprimand, (3) unpaid suspension from duty, and (4) termination of employment. Other actions like demotions, reassignment, etc. may also be taken. In cases of serious misconduct, serious disciplinary action may be taken directly. When an administrator disciplines an employee for some infraction of rules or delinquency in professional performance, the employee shall be entitled, upon request, to have an Association representative present. Disciplinary action may be appealed as a grievance as specified in Section 800. Initial probationary employees whose performance does not meet required job standards, however, may be dismissed at any time during the probationary period; such dismissal shall not be grievable. Unless an employee waives the right to Association representation, a copy of all disciplinary actions taken shall be forwarded to the Association's business office within three workdays of the date such action was taken. The Association shall be notified and shall be given the opportunity to discuss any dismissal contemplated by the District before the employee is terminated.

607.2 "Just Cause"

For the purpose of providing a guide to supervisors and employees, "Just Cause" is generally defined as follows, although special circumstances may warrant exceptions:

1. The employee had or should have had forewarning of the probable disciplinary consequences of the employee's conduct;
2. The rule, directive, or expectation imposed by the District was reasonable;

3. The application of the rule, directive, or expectation was fair, reasonable, and applied even-handedly;
4. A fair and objective investigation was conducted prior to the imposition of discipline;
5. The evidence of wrongdoing on which the District relied was credible;
6. The employee was given reasonable opportunity to respond to the allegations of misconduct, prior to the imposition of discipline;
7. The level or degree of discipline was reasonably related to the seriousness of the offense and considerate of the employee's past record.

608 VEHICLE USAGE

An employee who is required to use a personal car for school district business shall be compensated at the current federally established rate. The employee shall be required to carry the minimum liability insurance specified by statute.

609 LAYOFF AND RECALL

609.1 Seniority

Seniority means the time an employee has maintained good standing with the Association in accordance with Section 103, during the current term of continuous employment with the District.

Seniority lists shall be maintained for full-time employees employed for twenty-five (25) or more hours per week and for part-time employees employed for at least fifteen (15) hours and up to twenty-five (25) hours per week. Employees employed in more than one position shall be listed on the appropriate seniority list for each position.

Seniority ties shall be broken by drawing lots. The drawing will take place with an Association representative present. The name of each employee involved shall be placed on a separate sheet of paper. The papers will then be placed in an opaque container. After thorough mixing, the papers shall be withdrawn one at a time. The first name drawn shall be considered the most senior continuing to the last name drawn, who shall be considered the least senior. This procedure shall apply in all determinations of seniority.

It is recognized the bridging of seniority may result in the adjustment of an employee's seniority date. This may result in a new seniority tie. When the need arises to break these new seniority ties, the drawing lot method shall be utilized.

609.2 Meet and Confer

The District will meet and confer with TOTEM at least ten (10) working days prior to the issuance of layoff notices to employees. Employees scheduled for layoff shall be given preferential consideration for transfer into vacant TOTEM positions for which they qualify.

609.3 Layoff Procedures

A regular employee whose position is to be eliminated for the following fiscal year or a portion thereof, due to budget restrictions, reorganization, position redefinition or other reasons beyond the employee's control shall be given at least twenty (20) calendar days written notice of layoff. Time outside of the normal work year shall be included in the twenty (20) calendar day notice period.

If the District determines to layoff positions within TOTEM, the least senior employee within the job title, based on the maintained seniority lists, shall be laid off first and the most senior employee within a job title shall be laid off last.

The District will make reasonable efforts to notify employees of an impending layoff prior to the end of the employee's work year.

If a layoff notice must be sent during the summer months or during periods that the employee is not normally working, the notice will be sent by certified mail.

No substitutes nor temporary hires shall be utilized at a given work site to augment the work force at that site during such time that any Association members assigned to that site are on lay-off or have had their hours reduced, until such work has been offered and accepted or refused by such Association members, who are qualified for the work.

609.4 Recall Procedures

- A. Employees in layoff status shall be entitled to return to their former job title, when available or if reestablished. Recall shall occur in inverse order of layoff by job title and full or part-time status from which they were laid off.
- B. Once a recall offer is made by the District, the employee has until 9:00 AM on the second workday after receipt of official notification to accept.
- C. Employees who reject recall to the job title from which they were laid off shall relinquish all rights provided in this Agreement.
- D. Employees accepting recall shall have two weeks from the offer to return to work.
- E. Employees who had medical benefits at time of layoff, and who are recalled to a medical benefits eligible position, shall receive benefit coverage on the first day of the month following their return to work from layoff status.

Employees will be eligible for recall for a period of one year from the effective date of layoff. The employee in layoff status has the responsibility to ensure the District has the correct address and phone number. Failure to keep this information current will release the District from any recall obligations.

Employees who were laid off and then recalled pursuant to this section shall not lose seniority. Employees who return to work from recall status shall be placed at the same step as occupied at the time of layoff. If they have occupied that step for at least one-half of their work year at the time of layoff, they shall advance in step the following July 1, unless the parties negotiate otherwise.

The requirements of this section supersede the provisions of Section 606 Vacancies whenever there are employees on layoff status eligible for vacancies.

610 EMERGENCY CLOSURE

If the Superintendent determines that an emergency closure of schools is necessary, Association employees shall not be required to report to work. Employees who cannot report to work shall have the opportunity to utilize paid leave, unpaid leave, unutilized compensatory time or to make up lost hours within two weeks of the time of the emergency closure, or at a later date by mutual consent of the employee and the supervisor. Employees may come into work later in the day of the emergency closure if they feel it is safe to do so, but will only be paid for hours worked. Any hours that were not worked on the closure date may be made up in the same manner as described earlier in this paragraph. If an agreement is made between the supervisor and the employee to make up the time within two weeks, pay may be received in advance so that no loss of pay would occur during the pay period in which the emergency closure occurs.

If the Superintendent delays the opening of the school/work day by up to ninety (90) minutes, any employee reporting to work by the rescheduled start time will receive pay for the time between the regular start time and the rescheduled start time.

611 HEPATITIS B TESTING

The Occupational Safety and Health Administration (Federal OSHA) issued a final standard on blood borne pathogens to protect workers from blood borne diseases. The standard mandates that employers provide free immunization to those employees who may have an occupational exposure. Hepatitis B immunizations will be provided by the District in accordance with OSHA standards.

612 SAFE WORK PLACE

Employees have the right to expect a workplace which is safe and not a detriment to their health. Applicable work place safety codes adopted by the State of Alaska will be the minimum standards for employee work places. Safety aids, devices, and equipment which are reasonably necessary to insure the safety and health of employees will be furnished. Any concerns about safety and health are to be directed to the Risk Management Department of the School District. Additionally, the Association will make the Contract Administration Department aware of areas in which there are any concerns.

613 NATURAL DISASTERS / CATASTROPHIC EVENTS

In the event of a natural disaster/catastrophic event, only TOTEM members who volunteer will work beyond the duty day and shall be paid at the appropriate rate. The employee will be covered by the District's liability insurance.

Disaster procedures shall be established in each unit and be disseminated on a schedule defined by the Risk Management Department.

614 EVALUATIONS

A copy of the Anchorage School District policies and procedures concerning the evaluation of classified employees shall be available to all employees.

- A. Evaluations will occur annually not later than May 15. Supervisors are encouraged to have a meeting with the employee no later than October 15 to discuss the evaluation process and set goals for the current fiscal/school year.
- B. Any evaluation that contains a Plan for Improvement shall be provided to the employee in a confidential conference with the supervisor.
- C. The evaluation cannot be grieved.
- D. A Plan for Improvement that is part of the evaluation process is a formal indication of unsatisfactory performance. The Plan itself is not grievable.
- E. The employee may request that the evaluation be formally reconsidered. If a request for reconsideration is made within thirty (30) calendar days of the employee's receipt of the evaluation, the employee shall be entitled to a meeting with the evaluator and the evaluator's supervisor for the purpose of determining whether or not reasonable grounds exist to warrant a rescission or modification of the evaluation. If such grounds are found to exist, the evaluation will be revised accordingly; otherwise, there are no further appeals available.
- F. If the evaluation indicates that an area of performance needs improvement, the evaluator shall develop a Plan for Improvement within fifteen (15) calendar days of the evaluation conference which:
 - delineates the evaluator's expectations regarding improvement;
 - describes specific activities to be undertaken by the employee to improve performance;
 - indicates a time frame for improvement; and sets forth clearly the possible consequences if the expected level of improvement is not attained.
- G. Plans for Improvement are serious documents that constitute a declaration that unless sufficient improvement in performance is observed within the plan period, loss of employment may result. A Plan for Improvement shall be in effect not less than ninety (90) calendar days and for not more than one full school year. The employee on the Plan for Improvement must be given at least ninety (90) calendar days to improve areas noted. If sufficient improvement is not noted, a loss of employment

may occur, but not before the employee has been given at least ninety (90) calendar days for such improvement. If loss of employment does result, the termination may be challenged through the grievance procedure.

- H. Employees are required to sign their evaluation within five calendar days of receipt. If an employee has not signed the evaluation within the five-calendar-day time period, the evaluation shall be continued through the normal evaluation process without the employee's signature. The employee has the right to add comments to the evaluation before signing it. The employee's signature on the evaluation does not indicate the employee's concurrence unless so noted.
- I. At the request of the employee, an Association representative may be in attendance whenever meetings or discussions between the supervisor and the employee occur relative to the Plan for Improvement.

SECTION 700 BENEFITS

701 HEALTH BENEFITS

701.1 Equity in Contributions

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

701.2 Guaranteed Contributions

Employees assigned to positions of twenty-five (25) or more hours per week shall be eligible for health insurance coverage under the District's benefit plan. Eligibility is attained after a waiting period of 90 calendar days for employees who do not currently have health benefit coverage with one of the District employee benefit plans. Employees whose work hours are increased to 25 or more hours per week must fulfill the 90 calendar day waiting period requirement before becoming benefit eligible. Coverage shall begin on the first workday of the month following attainment of eligibility. The District will contribute per eligible employee \$750.00 per month in 2006-2007. The monthly contribution will increase to \$800.00 per month in 2007-2008 and to \$850.00 per month in 2008-2009, for health insurance. Health insurance benefits shall be described in the School District's Master Health Policy as periodically amended. Monthly contributions will be adjusted upward if the District agrees to pay more than the amounts listed above to any other employee group participating in the School District's Master Health Policy, during the life of this agreement.

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

Prior to July 1 each year, employees will have the option of selecting a benefits plan for the following school/fiscal year which can be provided for by the District's defined contribution or selecting a basic plan reviewed by the Health Benefits Task Force

which may or may not require employee contributions above the District's defined contribution to premium.

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

Any funds remaining in the District benefits claim account as determined in the year-end final accounting, after accounting for claims, pooling, reserve adjustments, carryover loss, and retention may be retained by the District in a Rate Stabilization Reserve Account or may be retained by the District in a Benefits Surplus Account.

In the event an employee voluntarily opts out of the District health benefit plans, the District's obligation of contributions, in accordance with Section 701.2, shall continue to apply. District contributions for these employees shall be paid to the Benefits Surplus Account.

The Benefits Surplus Account may be used to pay for the administration of the Health Care Reimbursement Account, year-end reconciliation with the District's health care provider, or to fund the contractual Rate Stabilization Reserve Account as negotiated with the health care provider.

Any interest earned in either the Rate Stabilization Reserve Account or the Benefits Surplus account will remain in that account and not be transferred to the General Fund. Funds in either the Benefits Surplus Account or the Rate Stabilization Reserve Account may not be transferred to the District's General Fund and are intended to be used to help contain increases in health care costs for the participants. If the Association withdraws from the District Plan, all funds in the Benefits Surplus Account remain with that account for the benefit of the remaining Plan participants.

701.3 Health Benefits Task Force

There shall be formally established a Health Benefits Task Force whose members shall include, but not be limited to, representatives from each of the District's bargaining units, and the District's exempt employees, covered by the District's health plan. The purpose of the Task Force shall be to monitor health care costs and usage, to review and assess responses from various proposed administrators/carriers, to ensure fiscal responsibility, and to make recommendations concerning plan design to the District.

702 LIFE INSURANCE

702.1 Employee Life Insurance

The District shall provide on a fully paid basis group term life insurance for each employee in an amount equal to three times the employee's annual salary rounded to

the next highest \$1,000 to a maximum of \$50,000 payable to the employee's designated beneficiary. Accidental death and dismemberment insurance will be provided for an additional amount equal to the face amount of the life insurance. Employees may purchase, at their expense, and at the then current group rate, supplemental term life and accidental dismemberment and disability (AD&D) insurance in an amount equal to the difference between the coverage provided by the District and three times the salary rounded to the next higher \$1,000. Employee contributions shall be made by payroll deduction. Upon termination, an employee may elect to exercise conversion privileges as stated in the Master Policy.

702.2 Dependent Life Insurance

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

703 WORKERS' COMPENSATION

Employees injured on the job shall be eligible for whatever compensation and benefits are available under the Workers' Compensation Act. Further, employees may elect to supplement their income while on leave with a compensable injury by cashing in their accrued leave in accordance with Section 401.2.

Additionally, the first three days of time lost due to an occupational injury which is covered by Workers' Compensation but may not be compensable, may be paid leave and deducted from the employee's accrued annual leave, at the employee's option. The employee must notify the supervisor as soon as possible when such time is lost so that the leave request may be submitted promptly on the employee's timecard/record.

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

An employee who is disabled as a result of a work related injury shall have return rights to the former or an equivalent position for a period of one year. The District may require the employee to perform light duty work with a doctor's release. If the light duty work is performed, the employee's regular hourly rate shall be paid and medical and life insurance coverage reinstated if they had lapsed.

The District shall reimburse the employee for all costs of replacing or repairing their dentures, eyeglasses, hearing aids, or similar appurtenances which are damaged or destroyed as a result of circumstances involving the discharge of their duties including but not limited to, physical assault by students, necessary physical force used by the employee to protect self, another employee, student, or parent from possible injury, and in an extraordinary case of breach of discipline to restrain a disruptive pupil. To be eligible for reimbursement, an employee must notify the supervisor within forty-eight (48) hours of the occurrence. Damages as a result of an employee's negligence or carelessness, as may be determined by the supervisor, will not be covered by this provision.

704 LIABILITY INSURANCE

The District will indemnify, defend, protect, and save harmless employees who, in the performance of their assigned duties, are alleged to be or become liable for damages. To qualify for this protection, the employee must provide the District with timely notification of any charges, claims, or lawsuits filed. This protection shall encompass at least:

1. Listing all employees as additional named insureds on the District's comprehensive general liability, automobile liability, and errors and omissions policies, including all excess and umbrella policies, and providing coverage through self-insurance for and deductibles required under these policies;
2. Providing legal defense against any allegations raised in litigation or arbitration at no cost to the employee;
3. Indemnifying the employee for any damages assessed against the employee as a result of or due to their performance of assigned duties.
4. Extending the employee's protection to family members who may be litigated against or otherwise imperiled solely as a result of the performance of assigned duties by the employee.

705 EMPLOYEE REIMBURSEMENT ACCOUNTS

Employees may elect to participate in the District's Reimbursement Account Plan, within applicable statutory restrictions. This Plan allows eligible employees to set aside monies, which are not subject to federal or state income tax, or Social Security tax, for two purposes.

705.1 Health Care Reimbursement Account

These include expenses paid out-of-pocket for health care, such as deductibles or co-payment not paid by your health care coverage, and items such as orthodontia. Monies not utilized by the end of the fiscal year will be forfeited to the District as per IRS regulations.

705.2 Dependent Care Reimbursement Account

These include expenses that enable employees to provide care for dependents, such as daycare charges. Monies not utilized by the end of the fiscal year will be forfeited to

the District as per IRS regulations. The balance in the Health Care Reimbursement Account and the Dependent Care Reimbursement Account, at the end of the fiscal year, shall be deposited in the Surplus Benefits Account.

706 EMPLOYEE ASSISTANCE PROGRAM

The District shall provide an Employee Assistance Program (EAP).

SECTION 800 GRIEVANCE PROCEDURE

801 GRIEVANCE DEFINITION

"Grievance" is limited to a complaint or request of an employee, Association, or District that involves the interpretation, inequitable application of, or compliance with, the provisions of this Agreement.

801.1 Grievance Representation/Rights

- A. An employee shall be entitled to representation by TOTEM or its designee at each step of the Grievance Procedure set forth in this Agreement. No other individual or employee organization shall have the right to represent a TOTEM employee in any grievance proceeding.
- B. No reprisals shall be invoked against a TOTEM member for processing a grievance or participating in the grievance procedure.
- C. Grievances and materials created from the grievance process shall not be filed in official Human Resources files of any participant(s). Such materials will be in confidential files in the Contract Administration Office and shall not be referred to for any purpose other than one related to the specific grievance procedure for which it was accumulated.
- D. A report of the final resolution of a grievance shall be filed in a separate confidential file in the Contract Administration Office. The grievant's name shall not be shared without the consent of the grievant, except that a final report of a grievance may be used in subsequent proceedings of the Association, District, or grievant as evidence of the interpretation of this Agreement. The grievant's name shall be blanked out if the arbitration report is distributed in the District, except in Executive Session of the School Board meetings.
- E. A grievant may call and present witnesses during an arbitration. When the District and TOTEM agree to hold grievance hearings (including arbitration) during the workday, the grievant(s), TOTEM representatives, and witnesses shall be released from regular duty for the time necessary to participate, without charge to their own leave or Association leave.
- F. TOTEM reserves the right to file grievances on its own behalf.

802 GRIEVANCE STEPS

802.1 Level One Grievance

Within five workdays of an occurrence or at the time the grievant reasonably should have known of the occurrence of the alleged incident giving rise to the grievance, the grievant shall discuss the complaint with the immediate supervisor, with a TOTEM representative present if so desired. The supervisor has five workdays to address the issue. It shall be discussed verbally and, if settled, no further action shall be taken.

802.2 Level Two Grievance

If not resolved at Level One or if the issue is outside the authority of the immediate supervisor, the grievance shall be reduced to writing, outlining: the nature of the grievance and circumstances under which it arose; the remedy or correction the respondent is requested to make; and the section(s) of the Agreement claimed to have been violated. A notice of grievance to be accepted and processed must be presented in writing by the Association to the Contract Administration Department within twenty (20) workdays of the occurrence if the grievance was initiated at Level One or within ten (10) workdays of the occurrence if the grievance is initiated at Level Two, or at the time the grievant reasonably should have known of the occurrence of the alleged incident giving rise to the grievance.

The grievant, the representative, and the respondent will discuss the grievance as soon as practical upon receipt by the respondent of the written notice of grievance, but in no event without mutual consent will a period of five workdays beyond receipt of written notice of grievance elapse without such discussion. The decision by the respondent shall be rendered in writing within seven workdays of the Level Two meeting.

802.3 Level Three Grievance

If not resolved at Level Two, the Association may submit the issue to binding arbitration. The District and the Association shall attempt to select an acceptable arbitrator within ten (10) workdays after completion of Level Two. If mutual selection is impossible, the arbitrator shall be chosen from a list of persons certified by the American Arbitration Association or the Federal Mediation & Conciliation Service. Any cost associated with the requesting of the arbitrator list shall be split evenly between the District and the Association.

The decision of such arbitrator shall be final and binding upon all parties. The arbitrator shall not be empowered to rule contrary to, to amend or add to, or to eliminate any of the provisions of this Agreement. The authority of the arbitrator shall be limited to questions directly involving the interpretation or application of specific provisions of this Agreement, and no other matter shall be subject to arbitration hereunder. The arbitrator shall furnish findings of fact and rationale for this decision. Expenses incident to arbitrator service shall be assigned by the arbitrator to the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, the expenses shall be apportioned in the arbitrator's judgment.

The arbitration procedure shall be the sole method of settling disputes, differences or controversies referred to arbitration. The parties shall be bound by any decisions, determinations, agreements or settlements that may be effectuated pursuant to invoking the arbitration procedure.

SECTION 900 AGREEMENT CONDITIONS

901 MAINTENANCE OF STANDARDS

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

902 PUBLICATION OF AGREEMENT

The District shall print and distribute one copy of this Agreement to each employee within forty-five (45) calendar days of the date of signing and/or the employee reporting date.

903 CONFORMITY TO LAW/SAVINGS CLAUSE

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

If a determination is made that part of this Agreement is in violation of law, the District and the Association will meet not later than twenty (20) workdays following such determination for the purpose of negotiating a satisfactory substitute for the invalidated Agreement portion.

904 STRIKES OR LOCKOUTS

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

In the event of a strike or job action by any other bargaining unit, members of this bargaining unit shall not be required to perform work normally assigned to striking employees.

905 SCHOOL BOARD POLICY MANUAL

If there is any conflict between the terms of this Agreement and Policy of the District, the terms of this Agreement shall be controlling. The Association will be provided with a copy of all School Board Policies in effect at the signing of the Agreement.

906 COMPLETE AGREEMENT

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper matter for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue.

The Agreement expressed herein in writing constitutes the entire agreement between the parties, and no oral or written statement, no previous Memoranda of Agreement shall add to or supersede any of its provisions. Any previous Memorandum of Agreement which is not expressly incorporated herein is null and void. Individual employees shall have no authority to add to, modify, or agree to supersede any provision found in this Agreement. Nothing in this section shall prevent either party from introducing new subjects for collective bargaining in future negotiations.

However, the parties recognize that unforeseen problems or new issues not addressed during formal negotiations may arise during the term of this Agreement. The settlement or resolution of these issues may have the effect of changing or altering the terms of the Agreement. So long as the proposed changes are reduced to writing in the form of a Memorandum of Agreement, are dated, signed, and executed by the duly authorized representative of each party, and do not materially alter the intent or purpose of this Agreement, formal ratification of such agreements shall not be required. Memoranda of Agreement may be reduced to tentative agreements and be included in the initial public proposals from the parties for a successor agreement.

907 DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2006, and shall remain in full force and effect until June 30, 2009.

Negotiations for a complete successor Agreement will commence during the month of October 2008. The District agrees that it shall maintain the Agreement in its entirety in full force and effect until agreement on a successor Agreement has been reached or until a bona-fide, legal impasse is reached and all statutory requirements have been met.

RATIFICATION

ANCHORAGE SCHOOL DISTRICT

**TOTEM ASSOCIATION OF
EDUCATIONAL SUPPORT
PERSONNEL, APEA/AFT (AFL-CIO)**

March 6, 2006

March 2, 2006

Date

Date

Jeff Friedman, President
Anchorage School Board

Sharon Baker, President

Carol Comeau, Superintendent

Russell Jackson, Vice President

Todd Hess, Spokesperson

Sandra Thompson, Secretary

Eric Tollefsen, Team Member

Vivian Jones, Treasurer

Alden Thern, Team Member

Dana Crosby, Member-At-Large

Debrah Momblow, Member-At-Large

Henrietta Myers, Member-At-Large

Judy O'Neil, Member-At-Large

Janice Sather, Member-At-Large