

**104 EMPLOYEE INFORMATION**

**104.1 Membership Reporting to Association**

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

**104.2 ~~New Bargaining Unit Members~~ Employees – Onboarding**

The District will allow an Association representative to offer an orientation once per year at each worksite during normal business hours to new bargaining unit members employees, of a duration not in excess of thirty (30) minutes. ~~This orientation will occur as part of the District’s regular new employee orientation and onboarding and is to be coordinated with the District’s Talent Management representative. The Association representative will coordinate with the principal/supervisor when scheduling the worksite orientation.~~

**104.3 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 principal/supervisor. At the employee's request, a TOTEM representative may accompany the employee. The District shall maintain only one (1) official personnel file for each employee. Upon an employee's written request to the Labor Relations Department, letters of warning and reprimand will be removed from the official personnel file after three and one half (3.5) 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, and job title(s).

**104.4 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 Chief Human Resources Officer 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.

**108 ASSOCIATION LEAVE BANK**

There is hereby created an Association Leave Bank administered by the District, with a ~~semi-annual~~monthly report of the balance and withdrawals provided to the Association. ~~Employees~~Members accruing leave shall contribute annually three (3) hours 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. The District shall provide the Association with 1500 hours of Association Leave in the leave bank by August 1 of each school year.

Withdrawal requests from the Bank, except for 110 hours per week deducted by the District for funding of the TOTEM Labor Liaison position, 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 in accordance with District procedures with a copy of the request sent to the Association. 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 appointed to the position of TOTEM Labor Liaison with the District. The position is on a full-time, benefit bearing 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 appropriate range and at the highest step on the salary schedule during the time the President serves in this capacity.

At the conclusion of the term of office, or upon voluntary severance as President, the employee shall be reassigned to a position equivalent to the position held prior to becoming the TOTEM Labor Liaison and will be placed on the salary schedule at the range for the position in accordance with Article 501. Step placement will be at the employee’s previous step and with step movement being granted for the year(s) of service as TOTEM Labor Liaison, in years the contract grants step movement, and in accordance with Article 503. The employee may apply and be considered for other vacancies during the term of office.

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.

### 302 HOLIDAYS OBSERVED

The following days are designated as holidays off with pay provided they fall within the employee's scheduled work year, and in accordance with Section 301:

- New Year's Day
- Martin Luther King, Jr. Day
- February Holiday\*
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's 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.

**409 CULTURAL LEAVE**

Employees may apply for leave to attend to matters of cultural or religious significance from time to time. With sufficient advance notice, employees shall not be unreasonably denied requests for up to ten (10) contiguous business days of cultural leave. This benefit may be utilized more than once per calendar year and may, when appropriate, be combined with bereavement leave. If the employee does not have sufficient personal leave accrued, their supervisor/principal may authorize leave without pay in accordance with Section 410.

## 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 8	Customer Service Receptionist/Switchboard Library/Media Assistant – Elementary Nurse Assistant Senior Clerk Paraprofessional Educator <del>Paraprofessional Educator, Title I</del> Paraprofessional Educator, Bilingual/Bi-Literate Paraprofessional Educator, Kindergarten <u>Paraprofessional Education, Kindergarten, Bilingual/Bi-Literate</u> <del>Paraprofessional Educator, Kindergarten, Title I</del>
Range 9	Bibliographic Control Clerk I Distribution Clerk Distribution Clerk, Curricular Materials Library/Media Assistant – Secondary
Range 10	Classroom Tutor <del>Classroom Tutor, Title I</del> Clerk, Translation Support <del>IEP Clerical Support Clerk?</del> Secretary School Secretary, Alternative School Secretary, Elementary School Secretary, High School School Secretary, Middle School Paraprofessional Educator, Computer Lab, <del>Title I</del> Paraprofessional Educator, Gifted Program Paraprofessional Educator, Preschool <del>Paraprofessional Educator, Preschool, Title I</del> Paraprofessional Educator, Special Education, ASL/English Paraprofessional Educator, Special Education, Behavior Support <del>Paraprofessional Educator, Special Education, Behavior Support, Title I</del> Paraprofessional Educator, Special Education, Blind/Visually Impaired Paraprofessional Educator, Special Education, OT/APE Paraprofessional Educator, Special Education, Psychology

**Range**

**Job Title**

Paraprofessional Educator, Special Education, Resource Early Childhood & Elementary

~~Paraprofessional Educator, Special Education, Resource Early Childhood & Elementary, Title I~~

Paraprofessional Educator, Special Education, Resource Preschool

~~Paraprofessional Educator, Special Education, Resource Preschool, Title I~~

Paraprofessional Educator, Special Education, Resource Secondary

~~Paraprofessional Educator, Special Education, Resource Secondary, Title I~~

Paraprofessional Educator, Special Education, Special Programs Early Childhood & Elementary

~~Paraprofessional Educator, Special Education, Special Programs Early Childhood & Elementary, Title I~~

Paraprofessional Educator, Special Education, Special Programs Secondary

~~Paraprofessional Educator, Special Education, Special Programs Secondary Title I~~

Paraprofessional Educator, Special Education, Speech

Range  
11

English Language Learners (ELL) Tutor

Braillist

Lead Distribution Clerk

Migrant Ed Outreach Tutor

Migrant Education Recruiter

Native Education Recruiter

Project Liaison, Mentoring for Educational Success

Transportation, CIT

~~Youth Development Tutor~~

Range  
12

Bibliographic Control Clerk II

Middle School Registrar

Transportation, Scheduler

Range  
13

Administrative Assistant

Administrative Assistant, Activities

Administrative Assistant, Alternative

Administrative Assistant, Elementary

Administrative Assistant, Financial Procurement

Administrative Assistant, High School

Administrative Assistant, Human Resources

Administrative Assistant, Middle School

Bibliographic Control Clerk III

Payroll Assistant

Senior High Registrar

TOTEM Labor Liaison

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TOTEM/ASD Negotiations 2023/2024

TA Date \_\_\_\_\_

TOTEM Initial \_\_\_\_\_

ASD Initial \_\_\_\_\_

**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. Requests for reclassification may be brought forward in October or March.



## 502 WAGE SCHEDULE

Effective July 1, 2021~~4~~, through June 30, 2024~~7~~

FY 20~~21-22~~24-25 Effective July 1, 2024 each step on the scale will increase by \$8.00

RANGE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
8	14.50	15.00	15.40	15.74	16.09	16.95	17.43	17.84	18.31	18.74	19.73	20.16	20.64	21.07	21.49	21.96
9	15.00	15.50	15.85	16.21	16.54	17.43	17.89	18.31	18.79	19.20	20.23	20.64	21.12	21.55	21.99	22.45
10	15.50	16.00	16.32	16.66	17.00	17.89	18.37	18.79	19.25	19.67	20.70	21.12	21.62	22.04	22.46	22.94
11	15.90	16.45	16.78	17.13	17.46	18.37	18.84	19.25	19.74	20.15	21.20	21.62	22.10	22.53	22.95	23.43
12	16.25	16.85	17.23	17.57	17.93	18.84	19.33	19.74	20.20	20.61	21.68	22.10	22.59	23.01	23.44	23.93
13	16.75	17.30	17.68	18.01	18.37	19.29	19.77	20.18	20.64	21.06	22.12	22.55	23.03	23.45	23.89	24.37

FY 20~~22-23~~25-26 Effective July 1, 2025 the scale will increase by 4%

RANGE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
8	14.79	15.30	15.71	16.05	16.41	17.29	17.78	18.20	18.68	19.11	20.12	20.56	21.06	21.49	21.92	22.40
9	15.30	15.81	16.17	16.53	16.88	17.78	18.25	18.68	19.16	19.58	20.63	21.06	21.55	21.98	22.43	22.90
10	15.81	16.32	16.65	16.99	17.34	18.25	18.74	19.16	19.63	20.06	21.11	21.55	22.06	22.48	22.91	23.40
11	16.22	16.78	17.11	17.47	17.81	18.74	19.22	19.63	20.13	20.56	21.62	22.06	22.55	22.98	23.41	23.90
12	16.58	17.19	17.57	17.93	18.29	19.22	19.72	20.13	20.60	21.03	22.11	22.55	23.04	23.47	23.96	24.41
13	17.09	17.65	18.03	18.37	18.74	19.67	20.16	20.58	21.06	21.48	22.57	23.00	23.49	23.92	24.37	24.86

FY 20~~23-24~~26-27 Effective July 1, 2026 the scale will increase by 3%

RANGE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
8	15.09	15.61	16.02	16.37	16.74	17.64	18.14	18.56	19.05	19.49	20.52	20.97	21.48	21.92	22.36	22.86
9	15.61	16.13	16.49	16.86	17.21	18.14	18.61	19.05	19.55	19.97	21.04	21.48	21.98	22.42	22.88	23.36
10	16.13	16.65	16.98	17.33	17.69	18.61	19.11	19.55	20.02	20.46	21.53	21.98	22.50	22.93	23.37	23.87
11	16.54	17.11	17.46	17.82	18.17	19.11	19.60	20.02	20.53	20.96	22.05	22.50	23.00	23.44	23.88	24.38
12	16.91	17.53	17.92	18.28	18.66	19.60	20.11	20.53	21.01	21.45	22.55	23.00	23.51	23.94	24.39	24.90
13	17.43	18.00	18.29	18.74	19.11	20.07	20.57	20.99	21.48	21.91	23.02	23.46	23.96	24.40	24.85	25.35

### 502.1 Pay Differential

A pay differential of \$2.00/hr. will be paid to employees in the job title of Paraprofessional Educator, Special Education, Behavior Support. The pay differential may only be applied to regular hours up to a maximum of eight (8) hours per day, is not reflected in the employee's regular wage rate, nor can it be used in calculating overtime wages.

A pay differential of \$1.00/hr. will be paid to employees in the job title of Special Ed Special Programs ECE, Special Ed Special Programs ECE Title I, Special Ed Special Programs Secondary, or Special Ed Special Programs Secondary Title I. The pay differential may only be applied to regular hours up to a maximum of eight (8) hours per day, is not reflected in the employee's regular wage rate, nor can it be used calculating overtime wages.

TOTEM/ASD Negotiations 2023/2024

TA Date \_\_\_\_\_

TOTEM Initial \_\_\_\_\_

ASD Initial \_\_\_\_\_

## 503 COMPENSATION SCHEDULE

### 503.1 Step Movement

Step movement shall occur on ~~July 1, 2021~~, July 1, 202~~2~~5, and July 1, 202~~3~~6, and compensation for wages will be in accordance with Section 502, Wage Schedule.

On July 1, 202~~2~~5, employees that were on step "P" on July 1, 202~~4~~4, shall receive a ~~1~~2% increase to their base wage.

On July 1, 202~~3~~6, employees that were on step "P" on July 1, 202~~2~~5, shall receive a ~~1~~2% increase to their base wage.

## 507 EMPLOYEE RECOGNITION

### 507.1 Professional Certificates

Employees seeking recognition for certificates must work through the Association office and meet all requirements of the national organization before qualifying for the percentage salary increase. Once certification is received from the national organization, it should be submitted to the Human Resources Department for processing in order to receive the appropriate percentage salary increase. Recognition shall be given an employee for certificates 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 (pyramiding shall not be allowed).

#### Professional Certificates

##### A. 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%
- Doctorate Degree 7%

##### B. Other

- Certified Administrative Professional (CAP) Certificate 6%
- Certified Administrative Professional Specialty 6%

##### C. Recertification Requirements

It is the employee's responsibility to maintain a current certificate. Failure to recertify will result in the loss of the percentage increase effective sixty (60) days following the certificate expiration date.

If confirmation of the recertification is submitted after the 60-day period and the percentage increase is lost, reinstatement will be effective the first pay period of the following month after submission of the required documentation.

### 507.2 ~~Title I~~ DEED Highly Qualified Position 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 ETS Paraprofessional Assessment option shall receive the percentage when they have passed all required tests and the Human Resources Department has received the confirmation paperwork.~~

Per State law, all instructional TOTEM Employees are required to fulfill the DEED Highly Qualified requirements upon employment. Once appropriate paperwork is completed and submitted to Talent Management, the employee will receive a 2% increase in pay. Opportunities to fulfill these requirements include, but are not limited to:

- ETS Paraprofessional Assessment 2%
- 48 College Semester Credits, Associates Degree or Higher 2%
- Higher Education Learning Profile (HELP)
- Paraeducator Online Training and Assessments
- WorkKeys Assessments
- Basic Competency Exam (BCE)

~~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 Title I qualifications. An employee who refuses such reassignment will relinquish 2% of additional compensation provided under Section 507.2.~~

### 507.3 Special Recognition

#### 507.3.1 Bilingual/Bi-literate/ASL (when required) 4%

When any employee other than ELL Tutor is required to have bilingual and bi-literate competence in English and one (1) other language, the employee will receive a 4% increase to base pay if the employee's regular duties remain essentially unchanged. These increases are independent of the recognition provided for under 507.1 and 507.2.

### 507.4 Compensation for Temporary Nursing Duties

- A. Administrative Assistants at elementary schools and Alternative school programs which do not have a school nurse available for the equivalent of one (1) or more school days per week will receive a \$6200 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 \$6200 yearly bonus. In a school where a school nurse is available, the employee who is deemed the Unlicensed Assistive Personnel (the UAP) and is required to fill in for the nurse throughout the school year shall receive a \$450 yearly bonus. If more than one (1) 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.

- B. 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 (1) or more school day(s) per week.
- C. 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.
- D. 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.

## 601 EMPLOYEES

### 601.1 Full-time Employee Definition

Employees in positions of thirty (30) or more hours per week are full-time.

### 601.2 Part-time Employee Definition

Employees in positions of fifteen (15) hours or more, and less than thirty (30) 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 six (6) 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 Probationary Employee

New employees shall serve a seventy-five (75) workday probationary period upon initial appointment into a position covered by the TOTEM bargaining unit. The District and the Association may mutually agree to extend the probationary period. Supervisors are encouraged to provide probationary employees with a progress report approximately halfway through the probationary period. In the event of an employee-initiated transfer to a different position during the probationary period, the employee shall serve a minimum of an additional fifty (50) workday probationary period in the new position.

### 601.4 Coverage of Absent or Vacant Positions

#### 601.4.1 Non-Instructional

When an employee is required by a principal/supervisor to perform the job duties of an absent non-instructional employee or of a vacant non-instructional position, the employee performing the job duties will be compensated an additional ~~\$1.50~~5.00 per hour for the total number of hours worked that day up to a maximum of eight (8) hours.

- The principal/supervisor will designate an employee to perform the required job duties.

This section applies only when a non-instructional employee is absent for their scheduled workday, or a non-instructional position is vacant for one (1) day or more.

#### 601.4.2 Instructional

When an employee is required by a principal/supervisor to perform the job duties of an absent instructional employee or of a vacant position, that is not covered by a substitute,

the employee performing the job duties will be compensated an additional \$~~1~~3.00 per hour for the total number of student contact hours worked.

The principal/supervisor will designate the employee to perform the required instructional job duties.

This section applies only when the employee is absent for their student contact day, or a position is vacant for one (1) day or more.

601.4.3 Working Outside Job Description

When an employee is asked by a principal/supervisor to perform job duties which are part of a separate posted job description, the employee may agree to perform those duties but will be compensated an additional \$2.00 per hour while doing so.

**601.5 Substitute Teachers**

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

**601.6 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.

**601.7 Absent Administrator**

When a principal is absent from a school site, the responsibilities of the assistant principals, the teacher-in-charge, and clerical staff shall be clearly delineated to ensure that TOTEM employees do 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 or job posting applicable to their job title. Other employees will also receive a copy of their job description or job posting 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, including the core functions that are shared in a variety of jobs (positions).

## 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 location during a fiscal year, whether or not the days are consecutive, except where the temporary work relates to coverage for a TOTEM employee who is on approved leave in which the work period may extend for the duration of the leave.

Any temporary hire whose employment in a location 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 location, 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 date of the temporary 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.

- There will be no Special Activity Agreements for bargaining unit 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 Paraprofessional Educator or School Secretary, for example) must be paid at the entry level TOTEM rate for the temporary position.
- Based upon qualifications, skills and/or experience a temporary hire may be placed at a higher wage rate, determined by the District and the Association through a Letter of Agreement (LOA).
- Substitute dispatch services shall only be used when a substitute for a regular TOTEM employee is required. Substitute dispatch services shall not be used to keep an employee in a long-term temporary TOTEM position.
- The District shall provide opportunities to allow regular TOTEM employees to perform temporary work when applicable; 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.



- Association employees filling temporary non-bargaining unit positions shall be paid at the temporary/extra help rate.

**602.2 Special Assignment Instructional**

Compensation for special assignments shall be determined by the District and the Association through a Letter of Agreement (LOA).

**602.3 Special Assignments/Special Education Paraprofessional Educators**

If a supervisor or principal, after receiving approval from the Special Education Department, requires that a Special Education Paraprofessional Educator 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 Paraprofessional Educator who normally works with the child or group of children involved in the activity. If that Special Education Paraprofessional Educator is not available, the principal or supervisor will find a Special Education Paraprofessional Educator first from the same school and second, from other schools in the District. The Special Education Paraprofessional Educator will be compensated in accordance with Article 602.3.1.

602.3.1 Compensation

Special Education Paraprofessional Educators required for overnight assignments will receive their regular rate of pay for the hours they are regularly scheduled to work. Overtime will be paid in accordance with Article 603. When the Special Education Paraprofessional Educator is required to remain overnight additional compensation of \$125 per night will be paid.

**602.4 Summer School Work Opportunities**

Summer school positions will be posted on the District’s website. If a TOTEM employee is offered and accepts a summer school position, the following conditions shall apply. The TOTEM employee:

- shall be paid, at a minimum, at the range and step of their regular school year position. If the position for which the TOTEM employee is hired falls within a higher range, the employee may negotiate to be paid in that range. 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 4<sup>th</sup> will receive July 4<sup>th</sup> holiday pay;

- 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.

## 603 HOURS OF WORK

The normal workweek shall consist of eight (8) 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.

Hours worked beyond the employee's normal workday, but less than eight (8), will be paid at the straight time rate. Hours worked in excess of eight (8) hours will be accumulated and used at the rate of 1½ hours for each hour worked.

### 603.1 Overtime/Compensatory Time/Additional Hours

Employees must have prior authorization from their principal/supervisor to work overtime or additional hours outside of their normally scheduled hours. All work performed by an employee in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime. All overtime worked up to 120 hours maximum accrual may be treated as compensatory time.

An employee needing to prepare for instruction and/or responsible to record student data will be allowed, with supervisor/principal approval, an additional half hour outside their normal work day to do so, as long as it does not put the employee in overtime status.

Employees shall take compensatory time, if available, for any leave requested during their work year. All overtime worked after the accumulated 120 compensatory time hours must be paid on the timecard as overtime on the next regular payday. 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.

When an employee has an opportunity to attend training or work extra hours on a voluntary basis on the sixth day of the scheduled workweek, they will be compensated at their normal rate of pay, with overtime being paid after forty (40) hours in the work week or eight (8) hours in the day.

When the employee is required to work extra hours on a 6<sup>th</sup> day of the scheduled workweek, the minimum overtime worked and compensated for shall be four (4) hours.

### 603.2 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 (8) hours. Work performed on the 7<sup>th</sup> consecutive day of the scheduled workweek shall be paid at two (2) times the regular hourly rate.

**603.3 Employees Who Work Less Than Eight (8) Hours**

Those employees who work less than an eight (8) hour day shall be paid at their regular rate of pay until their work day exceeds eight (8) hours. An employee who works in split locations shall not be entitled to overtime compensation until eight (8) 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.

**603.4 Non-Contiguous Work**

If a supervisor/principal requires an employee to return to work after the completion of their regularly scheduled workday, the employee will be compensated a minimum of two (2) hours in accordance with Article 603.

**603.5 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 (2) 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 (4) ten-hour days within the workweek will not include overtime for the daily hours in excess of eight (8).

**603.6 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 last work date for the current school year and start to work date for the next school year.

## 610 EMERGENCY CLOSURE

If the Superintendent determines that an emergency closure of school(s) and/or other District facilities is necessary, Association employees may or may not be required to report to work. Each year, all employees will receive two (2) emergency school closure leave days. These days shall only be available in the case that the employee's work site closes or fails to open for a regularly scheduled workday. Any unused emergency school closure days at the end of the year shall revert back to the District without compensation to the employee.

After an employee uses up the two (2) days of leave in this section, if more closures occur, an employee may elect to use compensatory time, annual leave or unpaid leave (in that order) ~~will be used by those employees who~~ when they do not report to work. Employees on unpaid leave may modify their regular scheduled workday, with principal/supervisor approval, to make up the lost time. With principal/supervisor approval, employees may be allowed to telework to include participation in District-sponsored professional development, during an emergency closure.

If a school closure results in a remote learning day, school-based employees shall be allowed to work remotely on District approved professional development and/or other tasks assigned by their principal/supervisor. At the beginning of each school year, principals/supervisors will meet with their employees to outline the work expectations of remote learning days. If requested, employees may be required to provide proof of hours worked.

If the emergency closure is due to inclement weather, employees may come into work later in the day of the 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 will be handled in the same manner as described in the first paragraph above.

If the Superintendent delays the opening of the school/workday 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.

## 612 SAFE WORKPLACE

Employees have the right to expect a workplace that is not detrimental to their health or safety. Employees will bring to the attention of their principal/supervisor any situation that they believe will place them or others at risk.

~~Employees will be given applicable information regarding behavioral issues relating to the students they support.~~ Staff will be provided necessary information to perform their job regarding student(s) with a known medical condition or history of behaviors that could present a threat of safety of students or staff. Staff receiving confidential information shall maintain student privacy rights (Family Education Rights and Privacy (FERPA) 20.U.S.C. Sections 1232g; 34 CFR Part 99). Staff will be provided support and instructions on how to engage with students with known history or violent behaviors. During the 2024/2025 school year, representatives from TOTEM shall meet with representatives of the District in order to determine the most efficient and collaborative way to communicate this information for the best interests of students and staff.

A thirty (30) minute paid break shall be provided to all affected employees immediately following an assault on their person or when witnessing an assault.

Applicable workplace safety codes adopted by the State of Alaska will be the minimum standards for employee workplaces. Safety aids, devices, and equipment which are reasonably necessary to ensure the safety and health of employees will be furnished. Any concerns about safety and health are to be directed to the principal/supervisor. Additionally, the Association will make the Labor Relations Department and/or Operations Division aware of areas in which there are any concerns.

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TOTEM/ASD Negotiations 2023/2024

TA Date \_\_\_\_\_

TOTEM Initial \_\_\_\_\_

ASD Initial \_\_\_\_\_

## 614 EVALUATIONS

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

- A. Principals/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. Evaluations and evaluation conferences will be completed by principals/supervisors on an annual basis by no later than May 15 each year. At the employee's or TOTEM's request, any evaluation that does not meet this timeline shall be removed from the employee's personnel file. It is recommended that evaluations be completed by May 1<sup>st</sup>.
- C. If the evaluation indicates that an employee does not meet standards the evaluator will, in writing:
  - give specific examples of where the employee did not meet standards;
  - outline the evaluator's expectations regarding improvement;
  - indicate a time frame for improvement.If significant and continuing performance concerns persist, the issue will be addressed through progressive discipline.
- D. Employees are required to acknowledge their evaluation by electronic signature within seven (7) calendar days of receipt. If an employee has not acknowledged the electronic evaluation within the seven (7) calendar day time period, the evaluation shall be continued through the normal evaluation process without the employee's electronic signature. The employee has the right to add comments to the evaluation before signing it. The employee's electronic signature on the evaluation does not indicate the employee's concurrence unless so noted. All evaluations will be electronically filed in Human Resources by July 1 of each year.
- 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 principal's/supervisor's dated email notice of the completed 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. At the request of the employee, an Association representative may be in attendance whenever meetings or discussions between the principal/supervisor and the employee occur relative to performance expectations for improvement.
- G. The evaluation cannot be grieved.
- H. District and TOTEM representatives will meet prior to the start of the ~~20224-~~2023~~5~~ school year to review evaluation procedures. Any adopted changes to the evaluation process or documents will be implemented as soon as is practicable.

**701 HEALTH BENEFITS**

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

- A. Employees assigned to positions of thirty (30) hours or more per week shall be eligible for health insurance coverage. Eligibility is attained after a waiting period of sixty (60) calendar days for employees who do not currently have health benefit coverage with one of the District’s employee benefit plans. Coverage shall begin the first day of the month following attainment of eligibility.
- B. Employees who lose their eligibility for health benefits for any reason, such as unpaid leave, layoff, or termination of employment other than retirement or gross misconduct, may elect to pay the cost of the health program provided through COBRA, according to its provisions.
- C. The District’s monthly contribution for health benefits per eligible employee per month shall be ~~\$1,695~~1,900 during each year of the contract. During the term of this agreement the amount of monthly contribution provided by the District shall in no case be less than the highest monthly contribution provided for any other employee group participating in the District’s employee health benefits plan. Health insurance benefits shall be described in the District’s summary plan description as periodically amended. The employee contribution for those electing coverage is the difference between the premium amount and the combined total of the District’s contribution and any subsidy from the reserve account.
- D. The employee contribution will not be more than ~~\$225 per eligible employee per month in 2021-2022. Beginning July 1, 2022, the employee contribution will not be more than~~ \$250 per eligible employee and family per month.
- E. The Association may have up to two (2) representatives on the District Health Benefits Task Force.