

# **NEGOTIATED AGREEMENT**

Between

**THE ANCHORAGE SCHOOL DISTRICT**

And

**THE TOTEM ASSOCIATION**

OF

**EDUCATIONAL SUPPORT PERSONNEL,**

**APEA/AFT (AFL-CIO)**

July 1, 2018 through June 30, 2021



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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 are any conflicts between the terms of this Agreement and policies 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 apply for 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 EMPLOYEE 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 principal/supervisor.

No more than fourteen (14) Employee Representatives, (not more than one (1) 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. Employee Representatives shall be allowed, upon notification made to the immediate principals/supervisors, to represent employees in disciplinary conferences and investigate/administer grievances during work hours. Employee Representatives shall not suffer any loss of compensation for reasonable time spent in pursuit of Employee Representatives' duties. The District may take appropriate action for excessive use of time by an Employee 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 Employee Representatives and the District shall not be required to recognize or deal with any employees other than those designated.

## **103 EMPLOYEE DUES/FEES**

### **103.1 Payroll Deduction Authorization**

Employees voluntarily electing payroll deduction, shall indicate in writing to the District their authorization to have the normal uniform Association initiation fees, and Association membership dues or professional service fees to be deducted from the employee's paycheck.

### **103.2 Association Member**

Employees who voluntarily join the Association shall pay Association membership dues as described in Section 103.1. 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.

### **103.3 New to Bargaining Unit Employees**

The District shall provide to the Association a list of all employees, to include date of hire, title, school/department, address and phone number, covered by this Agreement on or before the 1<sup>st</sup> and 15<sup>th</sup> of the month.

### **103.4 Dues/Fees Payment**

The District will make monthly payments to the Association for authorized initiation fees, Association membership dues and professional service fees.

## **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, job title, hire date, months per year, and 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 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 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, and job title(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 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.

## **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.

### **105.4 Electronic Mail Usage**

The Association may utilize the electronic mail system for the purpose of conducting regular business with District management and employees.

## **106 ASSOCIATION WORKSHOPS**



Two (2) days during the spring vacation will be scheduled for workshops approved by the District and conducted by the Association. These two (2) days will be considered part of the normal work year. Employees, other than those on leave under Section 408, will receive regular pay on submission of attendance verification for the workshop hours they attended. 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.

## **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 (6) hours or more per day, and seven (7) hours of training for Association members employed less than six (6) 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 principal/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 principals/supervisors, shall submit their requests for reimbursement to the appropriate District representative.

### **107.2 First Aid Training**

The District and the Association will work cooperatively to ensure that all school-based employees who have regular contact with students shall be current in first aid training. All newly hired school based employees will receive training within six (6) 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 principal/supervisor, the employee will schedule training at a time that is least disruptive to the workplace.

### **107.3 Special Training Opportunities for ELL Tutors**

The District has implemented and shall maintain a program designed to encourage career development for ELL 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 ELL 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 ELL 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 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.

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.

## **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 (6). 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 (6) bargaining team members.

### **109.2 Short-Term Leave**

The Employee Representative shall be allowed, following notification to the appropriate principal/supervisor, to handle requests, complaints, and grievances arising under this Agreement with the proper District Representative during working hours. The Employee Representative shall suffer no loss of compensation for a reasonable amount of time spent in pursuit of his/her Employee 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 in paid status the scheduled workday preceding the holiday and the scheduled workday following the holiday. Paid status shall be defined as at work or on 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 provided they fall within the employee's scheduled work year, and in accordance with Section 301:

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

\*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**

Employees accrue annual leave, which may be used or cashed in, with leave cash in to be in accordance with Article 401.8.

Employees shall use compensatory time, annual leave, or unpaid leave in that order, for any leave requested with the exception of Winter and Spring breaks as identified on the school calendar. During Winter and Spring breaks the following shall apply:

1. Compensatory time, if available, must be used first; then,
2. Employees have the option of using paid or unpaid leave.

Twelve-month employees must use one-third of earned leave per calendar year.

#### **401.1 Annual Leave Accrual**

Employees shall accrue leave only when in paid status. Paid status shall be defined as at work or on approved paid leave. Leave accrued while an employee is in 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 Chief Human Resources Officer. Employees shall not accrue leave while in unpaid leave status.

#### **401.2 Annual Leave Accrual Schedule**

The following leave accrual is calculated on full years of continuous service.

Up to three (3) years	Number of paid hours in a pay period x .08077
After three (3) years	Number of paid hours in a pay period x .10385
After five (5) years	Number of paid hours in a pay period x .12693
After eight (8) years	Number of paid hours in a pay period x .13846

#### **401.3 Annual Leave Accrual for Initial Probationary Employees**

New employees become eligible for taking annual leave upon completing 75 probationary workdays of District employment. During the 75 probationary workdays new employees shall accrue leave in accordance with Section 401.2, but may not take leave with the exception of personal illness and those days designated as Winter and Spring break days on the school calendar for school-based employees or July 4<sup>th</sup> closure for 12 month employees. New employees may not use wellness leave during the 75 probationary workdays.

#### **401.4 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 in May of each calendar year shall be automatically cashed out within thirty (30) calendar days.

#### **401.5 Annual Leave Usage**

Annual leave may be used for employee illness, personal needs, 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.

#### **401.6 Annual Leave for Illness**

##### **401.6.1 Annual Leave Principal/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.

##### **401.6.2 Annual Leave Physician's Verification**

The principal/supervisor may require that any absence for more than three (3) 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.

#### 401.6.3 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.

#### **401.7 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 who terminate or are 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.

#### **401.8 Annual Leave Cash In**

Employees may cash in leave provided a minimum of one week's leave remains in their leave balance. Requests for leave cash in are to be submitted in EmpCenter.

#### **401.9 Wellness Day**

All Association members shall be granted one (1) day of wellness leave each school year, equal to the number of hours regularly worked, in addition to accrued leave as provided in 401.2. Members are encouraged to use this day for annual check-ups and other personal/family wellness appointments. Wellness leave shall be scheduled by mutual agreement of the employee and the principal/supervisor. Such leave will all be utilized in one (1) 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.

#### **401.10 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 and the Family Medical Leave Act of 1993 is available upon request from the Benefits Department. The Benefits Department will maintain the latest regulations and legal interpretations in regard to the law and provide current copies of such materials to the Association upon request. Additional information is available on the District's website, from the District Leave Specialist or by contacting the Association.

### **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 (1) 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 LEAVE**

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.

No member is entitled to paid legal leave when the member is involved in personal litigation or is a plaintiff in action being taken against the District. Personal litigation is defined as participation in a legal proceeding involving the member or an individual of the member's immediate family.

### **405 CIVIC LEAVE**

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

#### **406.2 Sick Leave Bank Administration**

The Sick Leave Bank will be administered by a committee of three (3) members: two (2) members appointed and one (1) 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.

#### **407 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 (1) week's leave remaining after the donation is deducted. Requests for catastrophic leave shall be sent to the Association President.

#### **408 UNPAID LEAVE**

Unpaid leave shall not be granted until compensatory time and annual leave have been exhausted, with the exception of Winter and Spring breaks as identified on the school calendar.

##### **408.1 Short-Term Unpaid Leave: 1 to 10 workdays**

The District may approve unpaid short-term leave for up to 10 workdays for employee medical or compelling personal reasons. The employee shall submit the Leave Request to the principal/supervisor for approval at least 30 calendar days in advance except in emergency situations over which the employee has no control. Short-term unpaid leave for medical reasons may require a physician's statement with the leave request form, and a release to return to work from the physician at the end of the leave. Employees who lose District medical and/or life insurance coverage while on unpaid short-term leave must re-establish their benefit eligibility in accordance with Sections 701 and 702 upon their return to work.

##### **408.2 Extended Unpaid Medical Leave**

The District may approve employee extended unpaid leave for medical reasons for up to 90 workdays for employees who do not qualify for Family Medical Leave benefits. Employees may not use extended unpaid medical leave to extend the Family Medical Leave benefits period. The employee shall submit the extended unpaid medical leave request to the Benefits Department at least 30 calendar days in advance, except in emergency situations over which the employee has no control. Extended medical leave shall require a physician's statement upon request for leave and certification of ability to return to work at the end of the leave. Upon return from approved unpaid medical leave of 90 workdays or less the employee shall be reassigned to the original position. While on extended unpaid medical leave, the employee is ineligible to work for any other employer without preauthorization from the District. Employees who lose District medical and/or life insurance coverage while on extended unpaid medical leave must re-establish their benefit eligibility in accordance with Sections 701 and 702 upon their return to work.



## 409 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 principal/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 8	Customer Service Receptionist/Switchboard 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	Bibliographic Control Clerk I Distribution Clerk Distribution Clerk/Science Center Library/Media Assistant – Secondary
Range 10	Classroom Tutor – NCLB IEP Clerical Support Clerk Migrant Education Recruitment Clerk Secretary School Secretary/Alternative School Secretary/Elementary School Secretary/High School School Secretary/Middle School Teacher Assistant, Computer Lab- NCLB Teacher Assistant, Gifted Program Teacher Assistant, Preschool Teacher Assistant, Preschool - NCLB Teacher Assistant, Special Education, ASL/English Teacher Assistant, Special Education, Behavior Support Teacher Assistant, Special Education, Behavior Support-NCLB

<u>Range</u>	<u>Job Title</u>
Range 11	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
	English Language Learners (ELL) Tutor
	Brailist
	Financial Data Control Clerk
	Instructional Associate
	International Tutor
Lead Distribution Clerk	
Migrant Ed Outreach Tutor	
Project Liaison, Mentoring for Educational Success	
Transportation, CIT	
Youth Development Tutor	
Range 12	Activities Clerk
	Bibliographic Control Clerk II
	Middle School Registrar
	Senior High Registrar
	Transportation, Scheduler
Range 13	Administrative Assistant
	Administrative Assistant/Alternative
	Administrative Assistant/Elementary
	Administrative Assistant/High School
	Administrative Assistant/Human Resources
	Administrative Assistant/Middle School
	Bibliographic Control Clerk III
	Payroll Assistant
	TOTEM Labor Liaison

### **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, 2018 through June 30, 2021

RANGE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
8	13.97	14.54	15.10	15.43	15.77	16.62	17.09	17.49	17.95	18.37	19.34	19.76	20.24	20.66	21.07	21.53
9	14.42	14.98	15.54	15.89	16.22	17.09	17.54	17.95	18.42	18.82	19.83	20.24	20.71	21.13	21.56	22.01
10	14.87	15.43	16.00	16.33	16.67	17.54	18.01	18.42	18.87	19.28	20.29	20.71	21.20	21.61	22.02	22.49
11	15.33	15.89	16.45	16.79	17.12	18.01	18.47	18.87	19.35	19.75	20.78	21.20	21.67	22.09	22.50	22.97
12	15.77	16.33	16.89	17.23	17.58	18.47	18.95	19.35	19.80	20.21	21.25	21.67	22.15	22.56	22.98	23.46
13	16.20	16.76	17.33	17.66	18.01	18.91	19.38	19.78	20.24	20.65	21.69	22.11	22.58	22.99	23.42	23.89

A \$500 one-time payment (prorated by FTE) will be paid to eligible members by October 30, 2018, October 30, 2019 and October 30, 2020. To be eligible for the bonus, a member must be actively employed on September 30 of that year and have been actively employed as a TOTEM member on the date of ratification of this collective bargaining agreement by the union membership. Members who qualify for the bonus and are at the “P” step as of June 30, 2018 will receive an extra \$50 one-time payment in years one(1) and two(2) of the contract, prorated by FTE. These sums are not eligible for PERS credit.

### 502.1 Pay Differential

A pay differential of \$2.00/hr. will be paid to employees in the job title of Teacher Assistant, 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.

## 503 COMPENSATION SCHEDULE

### 503.1 Step Movement

Step movement shall occur on July 1, 2018, July 1, 2019, and July 1, 2020 and compensation for wages will be in accordance with Section 502, Wage Schedule.

## 504 WAGE STEP PLACEMENT FOR NEW EMPLOYEES

Upon initial hire with the District employees may be placed at the A, B or C step based on qualification and experience, as determined by the District. They will remain there until eligibility requirements have been met and then advance in accordance with the 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 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.

## 506 PLACEMENT UPON RE-EMPLOYMENT

Employees who terminate, and are rehired within one (1) year will retain the same step, union seniority and leave accrual rate as held prior to leaving. Employees who left the District and are eligible for rehire may apply as internal candidates for up to six (6) months from their termination date. To be considered as an internal candidate a former employee must complete the online Employee Transfer Application and select the 'Previous TOTEM employees only' box.

Employees who are rehired after one (1) year of termination may, at the District's discretion, be placed between the "A" step and the step held at the time of termination.

## 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.

- 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 Organizational Management (CAP-OM) 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 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 Paraprofessional Assessment option shall receive the percentage when they have passed all required tests and the Human Resources Department has received the confirmation paperwork.

- Paraprofessional Assessment 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 507.2.

## **507.3 Special Recognition**

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

When any employee other than ELL Tutor or International 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 \$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 (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.

## **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 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. During this initial probationary period, employees may not request transfer or promotion to another District position.

**601.4 Coverage of Absent or Vacant Non-Instructional Positions**

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 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.

**601.5 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 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 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, and will establish 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 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 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 Teacher Assistant 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.
- 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.
- 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 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. The Special Education Teacher Assistant will be compensated in accordance with Article 602.3.1.

### **602.3.1 Compensation**

Special Education Teacher Assistants 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 Teacher Assistant 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 web site. 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 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.

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 start to work date for the next school year.

**604 LUNCH PERIOD**

Employees working more than six (6) hours a day shall be allowed an unpaid 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 principal/supervisor, or with approval of the principal/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 principal/supervisor's discretion.

In adjusting work schedules under this section, the principal/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 BREAK PERIODS**

### **605.1 Break Period Eligibility**

Employees working four (4) hours per day are entitled to one (1) break period of not more than fifteen (15) minutes as part of the regular paid workday. An employee who works in excess of six (6) hours per day is entitled to two (2) break periods of not more than fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon.

### **605.2 Break Period Scheduling**

Break period scheduling should be done by the employee's principal/supervisor at times convenient to the employee; however, break 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 in an expeditious manner no later than thirty (30) workdays after the position is created or vacated.

### **606.1 Filling of Vacancies**

- A. Unless otherwise mutually agreed, Association vacancies will be advertised internally with a posting, for Association represented employees only, in all District facilities for not less than three (3) workdays.
- B. Employee applications for posted vacancies submitted within the posting period will be screened for minimal qualifications by the Human Resources Department and then forwarded on to the appropriate principal/supervisor in order to identify candidates who meet the qualifications of the Job Posting.
- C. Qualified internal applicants who have submitted the required documents specifically outlined in the Job Posting shall be interviewed and considered, on merit principles, prior to posting and accepting applications from outside the bargaining unit.
- D. Employees will attempt to schedule interviews at times least disruptive to their normal schedules. With principal/supervisor approval, in-district interviews will not require the use of annual leave. All other interviews require use of leave.
- E. Vacancies not filled as a result of the internal posting will be filled in accordance with established District procedures regarding advertising, interviewing and selection.
- F. Principals/supervisors shall document why a candidate was selected for a bargaining unit position.

- G. Employees who are interviewed and not selected may contact the Association to find out the reason(s) for non-selection.

## **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

- i. 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

- i. 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 (1) 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 complete an online Employee Transfer Application in accordance with the Job Posting.
- B. Qualified Association employee applicants requesting a transfer shall be interviewed and considered on merit principles.
- C. Principals/supervisors, and when applicable interview committee members, shall document why the Association employees were not selected for the position before the job is posted outside the bargaining unit.
- D. Association transfer applicants who are not selected may contact the Association to find out the reason(s) for non-selection.
- E. Once an employee accepts a transfer assignment, the employee is ineligible for consideration by this process for one (1) fiscal year (July 1-June 30). This section does not apply to District initiated transfers or layoffs.

### 606.3.2 District-Initiated Transfer

#### A. Staffing Reallocations

When an employee transfer based on the need for staffing reallocations is initiated by the District during the employee's work year, consultation and notification shall be attempted with the employee at least two (2) 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 union 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.
- The District and the Association will work together to place employees at locations convenient for the employee that also meet the program needs of the District.

- 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.

B. Program Need

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 (2) weeks prior to the transfer date.

- Employees at affected work locations will be selected for transfer based on program need, job title and part-time/full-time status, in that order.
- The District and the Association will work together to place employees at locations convenient for the employee that also meet the program needs of the District.
- 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.

C. Special Education Teacher Assistants

When an employee transfer based on special education teacher assistant reallocation is initiated by the District, consultation and notification shall be attempted with the employee at least two (2) 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 union 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.
- The District and the Association will work together to place employees at locations convenient for the employee that also meet the program needs of the District.
- Employees being displaced from their current work location will be notified in writing, if possible, prior to the end of the school year.
- In March/April, 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 must return the list that was provided them to the Human Resource Specialist with their choice of position openings prioritized in order of 1<sup>st</sup> choice, 2<sup>nd</sup> 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 three (3) working days to schedule and conduct interviews. Employees may also contact supervisors and principals to request an interview.
- After the interview period has expired, staffing will occur 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 (3) 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 principals/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 thirty (30) or more hours per week and for part-time employees employed for at least fifteen (15) hours and up to thirty (30) 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.

### **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 who are notified of layoff, apply for, and secure another TOTEM position prior to the effective date of the layoff, will not be considered in layoff status and will not have recall rights.
- B. 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.
- C. 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.
- D. Employees who reject recall to the job title from which they were laid off shall relinquish all rights provided in this Agreement.
- E. Employees accepting recall shall have two (2) weeks from the offer to return to work.
- F. Employees who had medical and/or life insurance benefits at time of layoff and who are recalled to a medical and/or life insurance 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 (1) 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. To be eligible for step movement the following July 1, an employee must be recalled prior to December 31 of the year preceding the year in which the contract grants step movement, 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 school(s) and/or other District facilities is necessary, Association employees may or may not be required to report to work. Compensatory time, annual leave or unpaid leave (in that order) will be used by those employees who 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.

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/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 NATURAL DISASTERS / CATASTROPHIC EVENTS**

In the event of a natural disaster/catastrophic event, Association employees may or may not be required to remain at or report to work. Established Emergency Disaster Procedures would be initiated and followed. At the request of a principal/supervisor, Association employees may choose to work beyond the duty day and shall be paid at the appropriate rate.

## **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.

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 principal/supervisor. Additionally, the Association will make the Contract Administration Department aware of areas in which there are any concerns.

## **613 HEPATITIS B IMMUNIZATIONS**

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.

## **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. 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 will be completed by principals/supervisors on an annual basis no later than May 15 each year.
- C. If the evaluation indicates that an employee does not meet standards the evaluator will, in writing:
  - 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 five (5) calendar days of receipt. If an employee has not acknowledged the electronic evaluation within the five-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 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. The District and TOTEM will meet during the 2018-2019 school year for the purpose of reviewing evaluation procedures and recommending changes to the evaluation document and procedures. Any adopted changes to the evaluation process or procedures will be implemented in the 2019-2020 school year.

## **SECTION 700    BENEFITS**

### **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 \$1,645 during the 2018-2019 year. The District's monthly contribution amount per eligible employee per month will be \$1,645 effective July 1, 2019, and \$1,645 per eligible employee per month effective July 1, 2020. 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 less than \$75 per eligible employee per month or more than \$225 per eligible employee per month in any year of this agreement.
- E. Employees who choose to waive health insurance coverage under the District's benefits plan must provide proof of health insurance coverage from another health insurance provider.
- F. The Association may have up to two (2) representatives on the District Health Benefits Task Force.

## **702 LIFE INSURANCE**

Eligibility for life insurance benefits for new-to-district employees is attained after a waiting period of ninety (90) calendar days. Coverage shall begin on the first day of the month following attainment of eligibility.

### **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 as described in the insurance policy provided by the District's insurance carrier. 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 described in the insurance policy provided by the District's insurance carrier.

### **702.2 Dependent Life Insurance**

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

## **703 WORKERS' COMPENSATION**

Employees injured on the job shall be eligible for whatever compensation and benefits are available under the Workers' Compensation Act. Employees are required to complete all Workers' Compensation paperwork. 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.

Additionally, up to the first three (3) days of time lost due to an occupational injury which is covered by Workers' Compensation but may not be compensable, shall be paid using employee accrued compensatory time, then annual leave if available. If the employee has no paid leave time available, the time lost shall be unpaid. The employee must notify the principal/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 (1) year. If a position is not open at the time the employee is released, the employee will be offered the next open position for which they are qualified. If the employee refuses the position, the District has no further obligation to the individual. 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 principal/supervisor within 48 hours of the occurrence. Damages as a result of an employee's negligence or carelessness, as may be determined by the principal/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:

- A. 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;
- B. Providing legal defense against any allegations raised in litigation or arbitration at no cost to the employee;
- C. Indemnifying the employee for any damages assessed against the employee as a result of or due to their performance of assigned duties.

#### **705 FLEXIBLE SPENDING ACCOUNTS**

Consistent with applicable statutes, and if the District offers a Flexible Spending Account, employees shall have access to Flexible Spending Accounts which may include a health care reimbursement account and/or a dependent care account for each year of this Agreement. Employees who submit proof of eligible expenses may be reimbursed from such accounts in accord with established rules.

## **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. TOTEM may call and present witnesses on behalf of a grievant 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 ten (10) 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 principal/supervisor, with a TOTEM representative present if so

desired. The principal/supervisor has ten (10) 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 Association 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 (5) workdays beyond receipt of written notice of grievance elapse without such discussion. The decision by the respondent shall be rendered in writing within seven (7) 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 twenty (20) 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 current contract shall be available electronically via the District website, the TOTEM website, or a hard copy may be requested from the Association business office.

### **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**

If there is any conflict between the terms of this Agreement and Policy of the District, the terms of this Agreement shall be controlling.

### **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 bargain able 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, 2018, and shall remain in full force and effect through June 30, 2021.

Negotiations for a complete successor Agreement will commence during the month of October 2020. 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.



ADOPTION/RATIFICATION

ANCHORAGE SCHOOL DISTRICT

November 6, 2017

Date

Tam Agosti-Gisler

Tam Agosti-Gisler, President  
Anchorage School Board

Dr. Deena Bishop

Dr. Deena Bishop, Superintendent

Todd Hess

Todd Hess, Spokesperson

Jennifer Haldane  
Jennifer Haldane, Team Member

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

October 25, 2017

Date

Sharon Baker

Sharon Baker, President

Jennifer Madsen

Jennifer Madsen, Field Representative  
APEA/AFT (AFL-CIO)

**LETTER OF AGREEMENT**  
between  
**Anchorage School District**  
and  
**TOTEM Association of Educational Support Personnel**  
**APEA/AFT (AFL-CIO)**

**RE: Master/Mentor Certificate**

It is hereby agreed and understood between the parties that Master/Mentor Certificate holders will continue to receive their award through June 30, 2021. The Master/Mentor Certificate holders will continue their efforts in the mentoring of other District employees while receiving their award.

ANCHORAGE SCHOOL DISTRICT:

TOTEM, APEA/AFT (AFL-CIO):

\_\_\_\_\_  
Todd Hess  
Chief Human Resources Officer

\_\_\_\_\_  
Sandy Thomsson  
Vice President, TOTEM Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date