NEGOTIATED AGREEMENT

by and between

The Anchorage School District

And

Public Employees Local 71
AFL-CIO
Representing Custodians and
Building Plant Operators

July 1, 2023- through June 30, 2026

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ARTICLE 1
PREAMBLE

The parties to this Agreement are the Anchorage School District, hereinafter referred to as the "District", and Public Employees Local 71, AFL-CIO, hereinafter referred to as the "Union". The District recognizes the Union as the sole and exclusive bargaining representative for the employees working within the job titles described in Article 16 for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment. The District and the Union agree that the establishment of fair and reasonable compensation and working conditions for Bargaining Unit employees of the District is the primary purpose of this negotiated Agreement.

ARTICLE 2
NO STRIKE OR LOCKOUT PLEDGE

Section 1. No Strike Pledge

The Union agrees that during the life of this Agreement, its agents, or its members shall not authorize, instigate, aid, or engage in any work stoppage, slowdown, sick-out, refusal to work, picketing, or strike against the District. If, during the life of this Agreement, the employees, for whatever reason engage in the aforementioned provisions, the Union shall immediately publicly order the striking employees to discontinue such action through the local media. Failure of the Union to take such action shall be subject to enforcement by the ordinary process of law.

Section 2. No Lockout Pledge

The District agrees that during the life of this Agreement there shall be no lockout. If during the life of this Agreement the District engages in a lockout, the District shall be subject to enforcement by the ordinary process of law.

Section 3. Strikes By Other Units

Should the District experience a work stoppage, slowdown, sick-out, or strike by other organizations or employees outside this bargaining unit, it shall not be a violation of this Agreement nor shall it be cause for disciplinary action or discharge, if any employee under this Agreement refuses to perform services outside of the job titles covered by this Agreement.

ARTICLE 3
NON-DISCRIMINATION

The Union and the District are committed to an environment of non-discrimination and agree to comply with applicable statutes, regulations and executive orders adopted by Federal, State and Municipal agencies which prohibit discrimination against any person with regard to employment because of race, color, religion/creed, national origin, sex/gender, age, disability, genetics, marital status, economic status, union affiliation, and other human differences. This prohibition relates to hiring, placement, transfer, promotion, upgrading, recruitment, advertisement, layoff, termination, and all other employment decisions.

Employees have the right to use the District's internal discrimination complaint procedure or file with an external agency to resolve any disputes that may arise from this section. This Article is not subject to the grievance procedure.

ARTICLE 4
MANAGEMENT RIGHTS

The District retains the right to issue rules and regulations governing the internal conduct of the District's organization. The District has and will retain the exclusive right and power to manage and control its business and direct the working forces, including but not limited to the right to recruit, hire, classify, grade, promote, transfer, reassign and for just cause lay-off, discharge, discipline, suspend or demote its employees in a manner not in conflict with the provisions of this Agreement. The District has the right and responsibility to combat absenteeism, waste and inefficiency, to improve the quality of workmanship**,** and to maintain and promote productivity. In matters not specifically covered by language within the Agreement, the District shall have the clear right to make decisions in such areas.

ARTICLE 5
UNION SECURITY

Section 1. Union Membership

The District hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time, and part-time District employees covered by this Agreement.

A. All employees covered under the terms of this Agreement may voluntarily elect to be members in good standing with the Union by submitting an application to join the Union as a full member or become a fee payer.

B. The District agrees that it will not disclose the home address(es), personal telephone number(s), or personal e-mail address(es) of any employees except to the Union, or as required by law, or as required for legitimate business purposes.

C. Nothing in this Agreement prohibits the Union from charging a nonmember fees for services such as a grievance and/or arbitration filed at the request of the non-member.

D. Right of Non-association. No employee shall be required to join the Union or pay an agency fee as a condition of employment.

Section 2. Union Activities

The District shall not in any manner directly or indirectly attempt to interfere between an employee and the Union, and shall not in any manner restrain or attempt to restrain an employee from belonging to the Union or from taking an active part in Union affairs, and shall not discriminate against an employee because of lawful Union activity.

Section 3. Dues Deductions

Upon written authorization of an employee in the bargaining unit, the Employer shall deduct from the payroll of the employee the monthly amount of dues, fees, and other employee benefits as specified by Secretary/Treasurer of the Union. Authorized dues, fees, and other employee benefits shall be withheld from the first pay period of each month and shall be transmitted monthly to the Union, at a time convenient to the District, but no later than the last day of the month. The District will notify the Union of any change to or revocation of an employee's authorization. Inquiries from employees about union dues, fees, membership, and dues checkoff authorizations will be directed to the Union; provided, however, that the District shall not be required to refer the inquiries relating solely to the District's administrative responsibilities regarding the written authorization forms described in this Section.

Section 4. Initiation Fee

Initiation fees will be deducted in four equal amounts during the first four full pay periods worked by the employee.

Section 5. Hiring Facilities

The Union will maintain a hiring hall to solicit qualified workers, both Union and non-Union, in order to fill necessary requisitions for workers. The District will call upon the Union to furnish qualified workers it may require in the job titles herein mentioned, subject to the following terms and conditions:

A. The District agrees to accept applications for vacant positions from qualified workers referred to it by the hiring hall.

B. To be eligible for consideration for hire, applicants must apply during the advertised recruitment period and meet the minimum qualifications.

C. The District will give priority consideration first to internal applicants, then to applicants referred by the hiring hall. Internal candidates and applicants referred by the hiring hall within the first five (5) days of the posting of a vacancy will be considered for hire before external applicants are considered.

D. The District shall direct each new employee to contact the Union and to complete all necessary union and/or health insurance paperwork prior to beginning work.

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

F. The District retains the right to reject any job applicant referred by the Union. The Union agrees not to send applicants who have previously been rejected by the District for a period of six (6) months.

G. The Union will not discriminate against non-Union workers in referring workers to the District, and the District will not discriminate against Union or non-unionworkers in selecting job applicants referred to it by the Union.

H. The Union and the District will work cooperatively to determine the best way for the union to screen for applicants that meet the standards required by the District.

ARTICLE 6
SHOP STEWARD: FUNCTION

Section 1. Shop Stewards

The District shall recognize Union-designated Shop Stewards. The Union shall notify the District in writing as to the identity of the Shop Stewards. Shop Stewards shall make every effort in cooperation with the District to correct violations and infractions of this Agreement by either the employees or the District. A Shop Steward, upon request made to the immediate supervisor shall be given reasonable amounts of time during working hours and without loss of pay to handle grievances pertaining to the area of appointment, distribute Union literature, and to post notices. Excessive uses of time by Shop Stewards shall be called to the Union's attention for appropriate action. Shop Stewards shall not be terminated for any cause until the District Administration and the Business Representative for the Union have completed an investigation into the alleged cause for termination prior to proceeding to the grievance procedure.

Section 2. Authorized Agents

The Union shall have representatives who are not District employees who shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit any work area at any time during the employees' working hours. The District shall be notified prior to such visits by the Union Representative.

Section 3. Mail Distribution

The Union shall be responsible for delivering Union material to the facility where the employee works. The Union shall address all communications to a particular individual. The Shop Steward shall be responsible for distribution. The Union may also utilize the electronic mail system for the purpose of conducting regular business with the management of the District.

Section 4. Bulletin Boards

The District will provide bulletin boards for the use of the Union to post official Union literature, District working rules, and District notices. Bulletin boards will be in an area where employees normally take their lunch breaks, or in the time clock area used by the employees.

Section 5. New Bargaining Unit Employees

The District shall provide to the Union a list of all employees covered by this Agreement on or before the 1st and the 15th day of the month. The notification will include name, position, school/department, and date of hire.

ARTICLE 7
SAFETY AND LIABILITY

Section 1. Tools and Equipment

The District shall provide all required tools and equipment except as otherwise mutually agreed upon by the Union and the District. Each employee shall be responsible to account for the tools, protective clothing, equipment, and keys so supplied, ordinary wear and tear excepted. Protective clothing that becomes damaged or stolen through the employee's proven negligence or deliberate act shall be replaced or paid for by the employee. No employee shall be discriminated against in any manner because of a refusal to operate unsafe equipment. Employees shall turn in faulty equipment condition reports at the first available opportunity. Employees are expected to wear clothing that is appropriate; clothing with printed or graphic representations which depict or endorse inappropriate substances, language or behaviors are not allowed. The District shall provide uniforms (shirts) three (3) sets per school year, at no cost to the employee. The employer (ASD) shall allow the Union the option to brand the uniform with Local 71/Alaska Laborers logo, at the cost to be borne by the Union (Local 71). The District may offer employees a uniform without the logo by request.

Section 2. Safety and First Aid Equipment

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

Section 3. Safety

Annually the District shall provide in-service training opportunities for employees to address both District and employee identified safety and training needs. The District will schedule area safety meetings and may require employee attendance. Mileage reimbursement shall not be provided for area safety meetings. Building Plant Operators shall serve on their buildings' Safety Committee. Employees shall report safety issues to the immediate supervisor and Building Plant Operator.

ARTICLE 8
DISCIPLINE & DISCHARGE

Section 1. Discipline and Discharge Causes

The District retains the right to discipline and/or discharge an employee for just cause. The District shall take into consideration, prior to taking disciplinary action and/or discharge,

unsatisfactory performance of duties as documented by the District. The following shall be taken under consideration prior to an employee's discharge, suspension, or demotion:

A. Disciplinary action and discharge shall be administered equitably without discrimination against any one particular employee.

B. Alternatives available for disciplinary action shall be explored prior to discharging any employee.

The District may discharge an employee for reasons that include, but are not limited to, drunkenness, dishonesty, gross disobedience, abandonment of duties, or unexcused absences of three workdays or more.

Section 2. Discharge Procedures

If the District determines to discharge, suspend, or demote an employee, the employee may request that such discharge, suspension, or demotion be tendered in the presence of a Union Representative and/or the Shop Steward. The employee, if available, shall be informed in writing of the actual reason(s) for termination. The District shall send in writing to the Union all involuntary terminations within two workdays of said action. Disciplinary actions involving discharge, suspension, written reprimands, and demotion, are subject to the grievance provisions of this Agreement.

Section 3. Discharge of Probationary Employees

The District reserves the right to reject any new employee at any time within the 90-working day probationary period, if in its sole discretion, the District finds that the person fails to meet the District's standards. Discharge during the probationary period shall not be grievable.

Section 4. Termination Notification

Employees shall give the District two weeks' notice before leaving employment, unless mutually agreed in advance between the District and the Union. The District shall send a copy of all terminations to the Union within two weeks of the termination.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. Grievance Definition

A grievance shall be defined as any controversy or dispute arising between the Union or an employee of the bargaining unit and the Employer. Having a desire to create and maintain labor relations harmony, the parties agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this Agreement, or other controversy or dispute having occasion to arise between the parties. If differences or disputes of any kind arise between the Union or the employee covered herein and the Employer, the Union or the aggrieved employee, as the case may be, shall use the following procedure as the sole means of settling said difference, dispute, or controversy.

Section 2. Pre-Grievance Discussion

The employee**,** or the Union (as appropriate)**,** shall discuss the complaint verbally with the immediate supervisor, with the Union representative present if so desired. If settled, no further action shall be taken.

Section 3. Grievance Levels

Level One. If not resolved on an informal discussion basis, the grievance shall be reduced to writing, outlining:

A. The nature of the grievance and circumstances under which it arose;
B. The remedy or correction the District is requested to make; and
C. The Section(s) of the Agreement claimed to have been violated.

A grievance must be presented in writing to the immediate supervisor within ten (10) working days of the occurrence or at the time the employee is made aware of the action, whichever is later, to receive the attention of the Union and the use of this grievance procedure.

The Union Representative and the immediate supervisor will discuss the grievance within five (5) working days of receipt of the grievance. A written Level One response will be prepared within five (5) working days following the discussion and will be sent to the Union.

If a grievance arises as a result of a disciplinary conference, said grievance will be filed at Level Two of this process.

Level Two. If the Union is not satisfied with the disposition of the grievance at Level One, the Union may file the grievance in writing to the Labor Relations Department within five (5) workdays of the Level One decision.

Within ten (10) workdays of the receipt of the written appeal, the Labor Relations Department shall meet with the Union Representative(s) in an effort to resolve the grievance.

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

Level Three-Arbitration. Any grievance which involves the application or interpretation of the terms of this Agreement, which is not settled at Level Two may be submitted to arbitration for settlement. A request for arbitration must be received in the Labor Relations Department in writing within twenty (20) working days of receipt of the Level Two response. The parties will meet within ten (10) working days to select an arbitrator.

Section 4. Arbitration Rules

A. The District and the Union will mutually attempt to select an arbitrator. If that is not possible, the District and the Union will jointly select from the names of seven qualified arbitrators recommended by the Federal Mediation Service. Either party may at any time request a new list of arbitrators.

B. The arbitrator will be selected by the Union and the District by alternately striking from the list one name at a time until only one name remains on the list. The name of the arbitrator remaining on the list shall be accepted by the parties and arbitration scheduled within fifteen (15) calendar days unless otherwise mutually agreed to by both parties.

C. While the dispute is pending, there shall be no strike or lockout that is in any manner related to this grievance. 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. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement.

D. The arbitrator shall render a decision within thirty (30) calendar days following the final day of the arbitration hearing unless mutually agreed to by both parties. The decision of the arbitrator shall be binding on both parties.

E. Expenses incident to the services of the arbitrator shall be borne by the losing party. If settlement is reached prior to, or during arbitration, the cost of arbitration to that point shall be shared equally.

Section 5. Grievance Timelines

Timelines for grievances may be extended by mutual agreement of both parties.

ARTICLE 10
WORKING CONDITIONS

Section 1. Payday and Paychecks

Employees shall be paid on a regular bi-weekly payday. All employees hired after June 30, 2014 will be paid by direct deposit. If a regular payday falls on a holiday, the last working day before the holiday shall be considered the payday. Deductions, except deferred compensation, shall be itemized on paychecks or payroll advices, which shall include the number of straight-time hours, overtime hours, dues deductions, and basic wage per hour. Employees who receive paychecks will pick them up at the operations office.

Section 2. Pay Shortages

Proven pay shortages of $75 or less shall be paid on the next regular payday following notification to the Operations Department. Proven shortages greater than $75 shall be adjusted by Thursday of the week following the payroll. In the event the requested adjustment is not made, the employee shall be entitled to a $50 penalty. Overtime worked on the Friday, Saturday, or Sunday immediately prior to the Friday pay day will not be paid on that day, but will be paid on the next pay day.

Section 3. Pay Upon Termination

When an employee is terminated by the employer, the employee's wages, including longevity earnings to time of termination, shall be paid within 72 hours. When the employee terminates their employment, the employee wages will be paid on the next regular bi-weekly payday.

Section 4. Temporary Wage Adjustments

No employee may perform duties of a higher job title unless directed by the proper authority. When so directed, the employee shall be paid at the rate of such job title for the time spent performing those duties. In the absence of a High School Supervisor, the senior custodian assigned to the school will assume the supervisory duties and shall be paid at the C-3 rate.

Section 5. Probationary Employees

A new employee shall be probationary for the first ninety (90) working days. This period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of the new employee to the position, and for dismissing, if necessary, the employee whose performance does not meet the required job standards. At any time during the probationary period an employee whose performance does not meet the required job standards may be

dismissed. Separations during the probationary period are not subject to the grievance procedure.

Section 6. Part-Time Employees

Employees may begin their District employment as a part-time employee. The regular workweek for part-time positions shall consist of five (5) hours per day and twenty-five (25) hours per week, with two (2) consecutive days off. Five (5) hours shall constitute a regular part-time shift. The workweek shall normally be Monday through Friday. A duty-free lunch break of thirty (30) minutes shall be provided approximately midway through each shift with no fifteen (15) minute breaks during the shift. Part-time employees will accrue annual leave at the hourly rate established in the collective bargaining agreement and shall receive the same holidays and holiday pay as all other employees covered by the collective bargaining agreement.

Part-time employees shall be eligible for promotion into fulltime positions, including Unassigned Custodian positions, and such appointments shall be made according to the collective bargaining agreement provisions governing promotions. Full-time employees moving to part-time positions shall retain their step placement and their time of service for the sake of step movements. Fulltime employees who are laid off shall retain recall rights to the job title from which they were laid off and will not lose recall rights by accepting or refusing a part-time position. The same system for duty station seniority applies to both fulltime and part-time positions under the seniority provisions in the collective bargaining agreement.

Part-time employees shall be covered for retirement benefits as outlined in the applicable statutes related to the Public Employees' Retirement System (PERS). Part-time employees will accrue annual leave at the hourly rate established in the collective bargaining agreement and shall receive the same holidays and holiday pay as all other employees covered by the collective bargaining agreement.

The District may employ a maximum of seventy-five (75) part-time employees, with a maximum of twenty-one (21) assigned to secondary schools, except the District may employ additional part-time employees to fulfill a Reimbursable Service Agreement (RSA) or shared services agreement. Full time employees shall not be laid off to create new vacancies in order to replace those vacancies with part-time positions.

Rate of Pay for Part-Time Employees:

	2023/2024	2024/2025	2025/2026
Years 0-2*	$18.50/hr	$18.96/hr	$19.43/hr
After Year 2*	$19.00/hr	$19.48/hr	$19.97/hr

*Recognized years of experience will increase each year on July 1st.

Section 7. Unassigned Custodians

Employees in the Unassigned Custodian job title shall not be assigned to a particular location.

A. Employees may remain in the Unassigned Custodian job title for no longer than eighteen (18) months, unless there is no vacancy at the end of the eighteen (18) month period to which the employee can be promoted. If there is no vacancy available in the regular bargaining unit at the end of eighteen (18) months, the period of time in the job title may be extended by mutual agreement until a vacancy occurs.

B. There will be no more than thirty (30) employees working in the Unassigned Custodian job title at any time.

Section 8. Protection of Employee

The employee shall not be responsible for stolen or damaged property except in the case of proven negligence or deliberate act. The District shall provide an adequate checking system to protect the District and employee. The Union will cooperate with the District in security problems.

Section 9. Examination of Records

The District shall maintain only one official Personnel File for each employee. An employee shall have the right, upon request, to review any or all materials originating subsequent to employment with the District and placed in the employee's official Personnel File.

Upon written authorization from the employee and upon proper advance notice, the Union Representative shall have the right to examine an employee's Personnel File in the presence of a Human Resources Representative. In addition, the Union Representative shall have the right to examine employee records pertaining to wages, hours and conditions covered by this Agreement. The District shall make available original or copies of the original records for examination by the Union Representative, upon eight (8) working hours' notice from the Union to the office where the record is available.

Upon an employee's written request to the Labor Relations Department, letters of warning and reprimand will be removed from the Personnel File after two (2) years, provided that no similar subsequent entries have been made into the file. This opportunity shall not be given in cases of serious misconduct such as suspension, termination or disciplinary demotion.

The District shall provide an employee with a copy of any materials placed in the official Personnel File at the time of placement. 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.

Section 10. Evaluations

An evaluation will be completed each year by the District and used as a constructive tool to inform the employee of the strong and/or weak areas concerning job performance. Each employee shall receive a copy of the completed evaluation, which shall be discussed with the employee. The employee shall sign the evaluation and shall be given the opportunity to disagree by checking the "Disagree with Rating" box. If the employee disagrees with the evaluation, written comments by the employee concerning the method or areas of disagreement are required. A conference with Human Resources regarding the evaluation may be requested with the Shop Steward or Union Representative present.

ARTICLE 11
WORKING RULES

Section 1. Hours of Work

Employees' regular workweek shall consist of eight hours per day and forty (40) hours per week, exclusive of the lunch period, with two (2) consecutive days off. The workweek shall be five (5) consecutive days. Part time employees may be employed for less than 30 hours per week.

Section 2. Starting Time

Regular starting times shall be established for each operation. Except in emergencies, shift starting times shall not be changed prior to discussing the new starting times with the Union Representative and providing at least five (5) working days' notice to affected employees. A building principal may adjust the starting time for the Building Plant Operator (BPO) at their school up to two (2) hours provided the employee is notified of the change prior to the end of the previous shift whenever possible.

Section 3. Lunch Break

A. A duty-free lunch break of thirty (30) minutes shall be allowed approximately midway of each shift. The lunch period must be taken within the shift.

B. In the event that an employee works an overtime shift of more than four (4) hours, a 30-minute lunch break will be granted. If the employee is required to stay at the facility, the

time shall be considered as time worked and paid at the appropriate overtime rate. The lunch period must be taken within the shift.

Section 4. Rest Periods

Employees shall be allowed one uninterrupted relief break not to exceed fifteen (15) minutes during the first half of the shift and fifteen (15) minutes during the second half of the shift. The Union and the District shall mutually agree on reasonable rules governing the taking of such periods as provided herein. When working other than the regular shift, relief periods shall be taken every two (2) hours. Rest periods shall not be used for making up time nor shall an employee arrive late or leave in lieu of taking the rest period. An employee must remain on the building grounds during the rest period.

Section 5. Regular Shift Minimum

When a regular shift is started, no less than four (4) hours shall be allowed. If more than four (4) hours are worked, then the full shift shall be allowed. Eight (8) hours shall constitute a full time shift. Part time employees will be less than six (6) hours.

Section 6. Overtime

A. Overtime shall be paid at the rate of one and one-half times the employee's regular wage, for all work over eight (8) hours in one day or forty (40) hours in one week. Holiday pay will be considered as hours worked for the purpose of calculating overtime. Leave pay will not be considered as hours worked for the purpose of calculating overtime. Overtime shall be paid at the rate of two times the employee's regular wage for all work on the seventh consecutive working day. An employee working overtime on a sixth or seventh day shall receive a minimum of four (4) hours pay at the appropriate rate.

B. No work beyond the specified shift will be performed without prior supervisor approval.

C. An employee scheduled to work overtime at a school event may exercise the option to leave one (1) hour after calling the Anchorage School District Security Provider and learning that the event has been canceled, or if the participants in the event do not appear. The employee will be paid only for time spent at the school in either case.

Section 7. Overtime Rotation

Overtime assignments are an occasional part of custodial work and shall be a condition of employment. Except for emergencies, the District shall notify employees of overtime requirements at least 24 hours in advance of the expected requirement. Overtime assignments shall be offered to employees qualified to perform the work from a posted rotating seniority

duty-station roster. The employee must be in paid status (including union leave) for 40 hours in the week prior to the overtime assignment to be eligible to work overtime on Saturday, Sundays, or holidays. If the employee is off and misses the regular assigned overtime, the employee's name shall go to the end of the rotation list upon return to work. The employee shall accept the overtime assignment or find a replacement from the building staff. If no replacement can be found from the building staff, the employee may find a replacement from another building, providing that employee is acceptable as a replacement to the Operations Department. Employee replacements from other buildings must make all arrangements for orientation, keys, and security access on their own time. If the employee has notified the supervisor who the replacement will be, the replacement will be expected to work the overtime assignment. Operations shall retain the right to prohibit a workweek of seven consecutive days.

Section 8. Show-up Time

Employees reporting to work and not put to work shall receive four (4) hours pay at their appropriate rate, unless notified not to report at the end of their previous shift or two (2) hours prior to the start of a shift. When the shift is started, four (4) hours shall be allowed. If the second half is started, then a whole shift shall be allowed.

Section 9. Emergency Closure

In the event the District has to declare an emergency closure, the District reserves the right to alter work schedules and/or identify the closure day(s) as a non-work, non-paid day(s).

Section 10. Standby Time

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

Section 11. Call Back

A. An employee who is notified at home to report back to work because of an emergency may go in, address the emergency, and accept any other calls or emergencies that come in during their four (4) hour call in period. However, an employee may also address the call for which they came in for and opt to leave before four (4) hours, but will only be paid for time worked.

B. An employee who is notified prior to the end of the regular shift to report early to the next shift will be paid time and one-half for actual hours worked prior to the start of the regular shift. An employee notified at home to report back to work or prior to starting

the next regular shift, will receive compensation at one and one-half times the regular rate of pay for actual hours worked, with a minimum of four (4) hours overtime.

Section 12. Meetings

Attendance at official District meetings approved by the Superintendent's designee shall be considered time on duty. Grievance hearings may be held outside the employee's work shift, and in such cases the employee shall be paid for actual time spent in the grievance hearing. No shift minimum shall apply.

Section 13. Solitary Work Assignments

An employee who prefers not to work alone in a building will be transferred on a position available basis to another assignment.

Section 14. Supervision

Supervision shall be provided by the District Operations Department or by a school principal, assistant principal or teacher-in-charge. The District shall provide supervision when three (3) or more employees are employed as a team, or one shall be selected by the District as a working lead and shall be paid at the proper rate. A supervisor may not work at the craft.

Section 15. Personal Vehicles

Employees shall not be required to haul supplies or transport students in their personal vehicles in the course of their duties for the District. Employees may use their personal vehicles on a daily basis to accomplish assigned duties (such as transportation between split stations). Reimbursement of vehicle mileage shall be at the federal mileage reimbursement, and will change whenever the federal mileage reimbursement rate changes.

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

Section 16. Pilot Programs

The District shall have the right to experiment with pilot programs designed to provide efficiencies in custodial work, including work team configurations. Employees involved in pilot programs will be treated equitably under the terms of the contract and will not be expected to work out of scope. Where the conditions of the pilot program are not covered in the bargaining

agreement, the District and the Union will meet and confer concerning such matters. Should the District determine that a pilot program is to be implemented on a regular basis during the term of this contract, the District and the Union will negotiate necessary and appropriate matters related to the adoption of a pilot program as a regular program. In the event of a failure to reach agreement, the conditions of the contract will prevail.

Section 17. Assignment of Work

In work locations in which there is more than one (1) employee with the same job title, the supervisor in the Operations Department or the school principal, assistant principal or teacher-in-charge shall ensure that work is distributed equitably and fairly among the employees in the job title.

Section 18. Unassigned Custodian Assignments

Unassigned Custodians must call in to Operations each day between 10:00 am and 11:00 am to receive their daily work assignments. Failure to call in timely may result in the employee not receiving an assignment for the day, the resulting loss of pay, and disciplinary action.

ARTICLE 12
SENIORITY

Section 1. Seniority in Bargaining Unit

For purposes of promotion, layoff, voluntary demotion, recall, and/or transfer, seniority shall be established by the length of continuous service in this bargaining unit. The anniversary date of an employee shall be the first day of regular District employment.

When members have identical hire dates, seniority shall be determined by:

A. Date of employment acceptance, or if a tie still exists;
B. Time of employment acceptance, or if a tie still exists;
C. Date of submission of the Summary of Hire to Human Resources;
D. The drawing of lots by the effected members.

After a break in service from the bargaining group for a period of less than one (1) year, a returning employee will retain their original seniority date and step placement in the position, or closest to, but not greater, rate of pay in a different position, if they were in good standing at the time of their voluntary separation from the bargaining group and meet all requirements for employment in the position.

Section 2. Seniority in Facility

The employee having the longest term of service within the facility shall be number one on the seniority list in that facility and all other employees shall be listed according to their assignment date to the unit. Duty station vacancies within each facility shall be made available to the employees within the facility before the vacant duty station is filled by an employee from outside the facility. Duty station assignment changes shall be reviewed with the Union before implementation. Facility seniority shall not in any way affect the employee's overall seniority with the District for purposes of vacation, holiday, and/or other fringe benefits.

Section 3. Seniority Lists

The District shall provide the Union quarterly and furnish each building annually with a seniority list of all employees by their hire dates and school facility assignments. Building seniority lists shall be posted in October.

Section 4. Vacancy Announcements

Vacancy announcements for BPO, Crew Chief, and Lead Custodian positions shall be posted on the ASD website for five (5) working days before the position is closed. The District shall also make available copies of all vacancy announcements to the Union. Employees seeking transfer or promotion must submit the necessary application prior to the closing date of the position vacancy announcement. The Union shall be notified of all promotions to BPO, Crew Chief, Lead Custodian positions, and promotions into full-time positions.

Section 5. Promotion

A. Promotion means the movement from a position at one range to a position at a higher range. Except for the BPO and Crew Chief job titles, promotions shall be made in order of seniority provided the employee is qualified to perform the work involved. Promotion to BPO, Crew Chief, and Lead positions will occur only after successful completion of a training program established by the District.

B. Upon request, an employee who has been in the current job title for ninety (90) workdays following the probationary period will be reviewed to determine if the employee has the qualifications, as set forth in the job descriptions, to perform in the job title of building plant operator. Candidates for promotion to building plant operator shall be considered, based upon verification of their qualifications for the position, in addition to seniority. The employee shall be advised of the results of the review within thirty (30) calendar days following the review. The employee's work history will be taken into consideration. Disciplinary action taken in the past twelve (12) months may disqualify the employee, or may be cause to disqualify a previously approved employee. An employee found not qualified for a BPO position may, after six (6) months, request another qualifications

review. When a building plant operator, lead custodian or crew chief vacancy occurs, one of the six (6) most senior qualified applicants that apply shall be promoted.

Section 6. Seniority After Promotions

An employee who is promoted to fill a BPO, Crew Chief, or Lead Custodian vacancy shall be subject to a ninety (90) workday probationary period. No promoted custodian may exercise transfer rights during this period. If the employee fails to succeed, or if the position is discontinued, the employee may return to the former job title without loss of seniority. If the former job has not been posted, the employee may return to the former job. However, the employee shall not be entitled to exercise seniority on another promotion for a period of twelve (12) months. An employee who moves from one work site to another, as a result of promotion shall not be considered as having transferred. After an employee-initiated demotion, the employee shall not be eligible for transfer or promotion for a period of twelve (12) months.

Section 7. Transfers

Transfer means the movement of an employee from a position in a school facility at one (1) job title to a position in another school facility in the same job title.

A. Employee-initiated transfers shall be granted in order of seniority on a position available basis. No more than one change in position, other than promotion, shall be granted per employee in twelve (12) months.

B. District-initiated transfers may be made at any time, on a temporary basis (no more than thirty (30) working days) provided prior consultation with the Union and forty-eight (48) hours' advance notice to the employee is given. This period may be extended by mutual agreement between the Union and Employer. This section does not apply in instances of disciplinary action.

C. An unassigned custodian, once hired, and prior to being assigned a regular work location, may at the time of hire, indicate their preference for a regular work location. As openings occur, management will offer them their preference. The 12-month rule shall not apply for unassigned custodians at time of hire, but once an unassigned custodian has been placed in a facility of their choice at their initiative, the 12-month rule shall apply.

Section 8. Replacements

A. Operations will provide replacements as needed in all schools from the Unassigned list. Consideration shall be given to work station seniority when replacing BPO's, Crew

Chiefs and Lead Custodians only when notification of the need for a substitute is provided at least twenty (20) days in advance.

B. Operations shall be allowed flexibility in assigning people to the schools based upon their proximity to the job site. These assignments shall be solely based on seniority and the date of the Change of Assignment form date (1st date). If no Change of Assignment form is on file then a switch or change can be made between two employees. This section does not apply to BPOs, Crew Chiefs, and Lead Custodian positions.

Section 9. Summer Employees

Extra employees needed for summer shall be placed on a seniority list. Rentals activities and summer school assignment will be determined by Operations. No employee will be bumped from their own school. A refusal of a work offer will result in placement at the bottom of the list. (Rental activities and summer school are NOT summer work.)

Section 10. Assignment Changes

An employee desiring to work additional days must submit a change of assignment form. Change of assignment forms must be submitted to the Operations Department no later than July 1 each year and will remain on file for up to twelve (12) months.

A change in the number of days worked in the same building shall not be considered a transfer.

Section 11. Layoff

A. Layoffs shall be made in the inverse order of bargaining unit seniority from among those in the job title in which the layoff occurs.

B. A laid off employee may choose to return to the least senior position in a lower job title previously held by the employee provided the employee is not the least senior employee in the lower job title. When an employee is laid off the employee shall retain seniority in the job title the employee left for one (1) year.

C. The District shall provide two (2) weeks' notice or two (2) weeks' pay in lieu of notice to employees to be laid off.

Section 12. Recall

A. Recalls shall be made in order of bargaining unit seniority from among those employees laid-off in the job title in which the recall occurs.

B. Employees who chose to return to a lower job title in accordance with Section 12A of this Article shall retain their recall rights to the job title from which they were laid off, until refusing to accept an offer in the job title from which laid off.

C. A regular employee who is laid off, when recalled, shall be recalled to the job title from which they were laid off at the pay level at which they were laid off or the current pay level, whichever is higher, and shall retain all benefits which are current for bargaining unit employees at the time of the recall.

D. Recall shall be by written certified notice, return receipt requested, to the employee's last known address on file with the Human Resources Office and shall require that the employee accept or reject recall within five (5) working days after the delivery date or proof of non-delivery. Employees accepting recall shall have two (2) weeks from the receipt of the notice to return to work. Should special circumstances prevent a return to work within two (2) weeks, the employee shall notify the Human Resources Office and arrange a return date acceptable to the District. Failure to return to work within the agreed upon time or refusal to accept a recall shall be considered a voluntary termination. It shall be the employee's responsibility to keep the Human Resources Office informed of current phone number and address. Layoff status shall automatically terminate twelve (12) months after the effective date of such layoff. Employees who are laid off and who are subsequently reinstated within twelve (12) months shall retain their full seniority but not receive credit for movement on the wage schedule for the layoff period.

Section 13. Merger

If the District absorbs or merges with another school district or municipality, the seniority of all employees shall be listed according to the length of service with either employer.

Section 14. Seniority Severance

Seniority shall be terminated and the employment relationship shall be severed by the following conditions:

A. Discharge for just cause.
B. Layoff of 12 months duration.
C. Resignation without a return to the bargaining group within twelve (12) months.
D. Failure to return from leave of absence, vacation, or layoff on agreed date, unless approval has been obtained from the District, emergencies excepted, or unless otherwise mutually agreed upon by the Union and the District.
E. Unexcused absence of three (3) workdays or more, unless satisfactory evidence of inability to report has been shown.

ARTICLE 13
LEAVE WITH PAY

Section 1. Annual Leave Accrual Rate

Employees shall accumulate annual leave at the following accrual rate. The basis for computation shall be 173.33 hours per month, exclusive of overtime. Accruals of leave for partial days or partial months worked shall be calculated on a proportional basis.

A. Employees hired prior to July 1, 2004: 24 hours per month (.13846/hr)

B. Employees hired after June 30, 2004:

Unassigned Custodian up to three years	14 hours per month (.08077/hr)
After three full years of continuous service	18 hours per month (.10385/hr)
After five full years of continuous service	22 hours per month (.12693/hr)
After eight full years of continuous service	24 hours per month (.13846/hr)

Section 2. Annual Leave Accrual Conditions

Leave shall accrue during the period an employee is on annual leave. Such additional accrual shall be canceled if the employee terminates employment, with the exception of voluntary retirement, and fails to resume active duty on completion of authorized leave. Leave does not accrue during periods of leave without pay.

Section 3. Annual Leave Maximum Accrual

Leave may be accrued to a maximum of 480 hours. Any accumulation over 480 hours which exists on the second payday in January of each year shall be automatically cashed out and direct deposits or checks issued on the last payday in February.

Section 4. Annual Leave Usage

Annual leave may be used for the personal needs, sickness, or vacation of the employee. Employees may request leave from the Operations Director for any periods during the work

year. Requested leave will be paid on the regular pay period. Employees may not take annual leave after the end of the scheduled work year.

Section 5. Annual Leave Usage for Out-of-State Travel

Upon request, employees traveling outside of Alaska may be granted accumulated annual leave up to twenty (20) working days in order to accommodate the travel distance involved. Employees must submit requests at least twenty (20) working days in advance of the leave.

Section 6. Annual Leave Usage for Building Plant Operators

Annual leave may be granted only with the prior approval of the Operations Director, in consultation with the unit supervisor, subject to the amount of leave accrued.

These employees must apply for annual leave during the Christmas/New Year's vacation period and during spring vacation unless they have accepted an assignment for that period. Employees not applying for leave will either maintain their regular assignment or will, at the District's discretion, be reassigned to another building and/or shift where new duties may be assigned. Any temporary reassignment under this Section is not subject to the provision of the Transfer and/or Seniority clauses of this Agreement.

Section 7. Annual Leave for Vacation

All employee requests for annual leave for vacation purposes shall be submitted to the appropriate supervisor at least twenty (20) working days in advance. Employees shall be notified within five (5) working days of the receipt of the vacation request as to whether or not it has been approved. Times of vacation shall be mutually agreed upon by the District and the employee.

Section 8. Annual Leave for Illness

A. Use of annual leave for illness will be permitted for the following reasons.
    1. Personal illness of the employee. The District may request physician's verification of an employee's health condition in cases of frequent use of annual leave for illness or when the pattern of leave usage indicates potential leave abuse. A physician's verification may also be required when evidence indicates the employee's health status constitutes an obstacle to performing employment responsibilities. Physician's verification shall be submitted to Operations upon return to work with initial date employee was seen by physician. Verification will not be accepted after the fact. Operations may require a physician's verification of all absences for sicknesses before and after a holiday or vacation, or during any time that a leave request was denied.

2. Death(s) within the immediate family, or cases of serious illness or accident requiring hospitalization of an immediate family member. A maximum of seven (7) days of annual leave, or if circumstances require out-of-state travel, a maximum of ten (10) days shall be granted for this purpose. If more than one death or hospitalization should occur at different times within the school year, up to seven (7) days shall be granted for each additional event. Immediate family includes the employee's spouse, parent, past legal guardian, child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, grandparent, any other person living in the same household as the employee, and any other relative deemed appropriate by the employer.

3. Serious illness or injury within the employee's immediate family which requires the employee's attendance for emergency care or when the employee's presence on the job would jeopardize the health of other employees. The District may require a physician's certificate stating the employee's presence was required or that the illness or injury would jeopardize the health of other employees.

4. Maternity and other temporary disabilities subject to physician's written supporting statement.

B. An employee who misrepresents the actual reason for an absence due to illness shall be subject to disciplinary action.

Section 9. Annual Leave Call-In Procedure

A. When an employee requests leave other than annual leave for vacation as described in Section 7, initial notification must be telephoned to the Operations Department. The employee or spouse shall indicate in the initial call the amount of leave time requested, if known. If not known, the employee or spouse shall notify Operations in a second call not later than three (3) working days from the first call. For a long-term illness, the employee using annual leave shall notify Operations at least once every week.

B. Night shift employees shall notify Operations as soon as possible, but no later than 9:00 am of the day leave is requested. Night shift employees returning from annual leave shall call Operations prior to 9:00 am on the day of return.

C. Day shift employees shall notify the voice mail box at the Operations Department and the appropriate principal, as soon as possible, but no later than one and one-half hours ahead of their starting time on the day leave is requested. In order to aid the dispatch of a replacement, the employee should call by midnight. Day shift employees returning from annual leave shall call Operations one and one-half hours prior to their shift ending time on the day prior to return.

D. An employee who fails to call in by the designated times may be disciplined.

Section 10. Unauthorized Absence

Unauthorized absence of any duration shall be deemed to be an absence without pay and may result in disciplinary action. An employee who is absent for three (3) consecutive workdays without approval shall be deemed to have terminated. Such actions may be reconciled by a subsequent grant of leave, if the conditions warrant.

Section 11. Annual Leave Cash-In

The employee may cash in leave accruals greater than eighty (80) hours. Cash leave requests must be received in the Payroll Department seven (7) working days in advance of the next scheduled check release date in order to be included in the next scheduled payroll run. There is no "emergency cash-in" of leave available.

Section 12. Annual Leave Payment Upon Termination

Employees who are laid off, discharged, retired, or separated from the District will be paid in full on the basis of their regular rate of pay for the accumulated, annual leave they have at the time of separation, with the exception of initial probationary employees.

Section 13. Professional Leave

An employee may be granted paid leave for the purposes of attending conferences, seminars, or training sessions related to improvement of the performance of duties upon the advance approval of the Superintendent's designee.

Section 14. Military Leave-Short Term

A. **Eligibility:** An employee in the union who is a member of a reserve component of the United States Armed Forces is entitled to a leave of absence with pay and without loss of time or efficiency rating on regular work days during which he/she is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instructions. The employee is required to remit to the District any compensation of base pay received.

B. **Length of Leave:** The leave may not exceed 16 1/2 cumulative workdays in any one calendar year. Military leave in excess of 16 1/2 workdays shall not be short-term leave under this Section and shall be governed by the appropriate federal law and state statutes.

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

Section 15. Elections Leave

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

Section 16. Jury Duty and Court Appearance

Employees shall be provided paid leave for all working time lost up to a full shift when called to serve on jury duty, provided that fees paid by the court (except travel and parking expenses) shall be remitted to the District. Court service when subpoenaed as a witness will be treated the same as jury duty, provided the employee or a member of the employee's family as defined in Article 13 Section 8 A. 2. 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 working day, provided that at least two hours of a working shift would remain after the employee travels to the work assignment. Second and third shift employees will be given the same consideration.

Employees who do not work on the first shift, if called to jury duty, shall be considered to be on the first shift during the jury duty assignment; if such employee does not serve on jury duty for at least five (5) hours, that employee will contact the Operations Department or appropriate High School principal immediately when dismissed from jury duty for the day and will be assigned a duty station for the remainder of the first shift work day at the discretion of the Operations Department.

An employee's annual leave shall be charged and then reinstated once the employee has remitted to the District the fees paid by the court, less travel and parking expenses.

Section 17. Civic Duties

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

Section 18. Sick Leave Bank

A. An employee accruing annual leave shall contribute annually one-half day of leave to the Sick Leave Bank. The contribution to the Bank, when necessary, will occur automatically

through payroll deduction during the first sixty (60) calendar days of employment each school year. If the Sick Leave Bank has at least 2,000 hours as of July 1 in any year, the one-half day contribution to the Bank will be deferred, except for new employees for the school year. Should the Sick Leave Bank reach fewer than 2,000 hours, the one-half day contribution will be reinstated. Employees electing not to join the Bank will inform Human Resources in writing within the first fifteen (15) working days. 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.

B. The Leave Bank will be administered by a committee of three Union members. Representatives from Payroll and Benefits 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 exhausted accumulated leave may make withdrawals, subject to approval by the 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 its decision.

Section 19. Bargaining Group Leave Bank

A. A Bargaining Group Leave Bank shall be administered by the District with a quarterly report of the balance and withdrawals provided to the Union. Bargaining Group members accruing leave shall contribute annually four hours to the Bank. The four-hour contribution to the Bank will be deferred, except for new employees, as long as the balance in the Bank is 1,000 hours or more on July 1 of any year. If the balance goes below 1,000 hours, the contribution will be reinstated. The contribution to the Bank will occur automatically through payroll deduction no later than November 15 each year or the first ninety (90) calendar days of employment.

B. Withdrawal requests from the Bank will be for the purposes of Agreement negotiations, executive meetings, training sponsored by the, Bargaining Group, and other Bargaining Group related purposes. Withdrawal requests from the Bank shall be authorized only by the Business Manager or the Labor Relations Department. Leave transferred to the Bank is final and not recoverable for credit to an employee's accrued leave.

C. The release of employees for Bargaining Group leave shall be handled the same as release for leave.

D. No employee shall be on Bargaining Group leave for more than two years. Employees on Bargaining Group leave for more than thirty (30) calendar days shall not earn annual leave. If a position at the classification of the employee returning from Bargaining Group

leave of more than thirty (30) calendar days is not available, the least senior employee in that classification shall be laid off to provide the position for the returning employee.

ARTICLE 14
LEAVE WITHOUT PAY

Section 1. Unpaid Leave

Unpaid leave shall not be granted until annual leave has been exhausted, unless the leave is for Workers' Compensation.

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

The District may approve unpaid short-term leave for up to ten (10) workdays for employee medical or compelling personal reasons. The employee shall submit the Leave Request to the Operations Director for approval at least twenty (20) 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 medical and/or life insurance coverage while on unpaid short-term leave must re-establish their benefit eligibility upon their return to work.

Section 2. Family Medical Leave

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

ARTICLE 15
BENEFITS

Section 1. Health Benefits

Eligibility

Employees working thirty (30) or more hours per week shall be eligible for health insurance coverage. Eligibility is attained the first of the month following a waiting period of sixty (60) calendar days.

A. For the 2023-2024 school year, the District shall contribute $1,665 per eligible employee per month toward the cost of health care benefits. The amount of District contribution shall increase to $1,690 per month for the 2024-2025 school year, and $1,715 per month for the 2025-2026 school year. This contribution shall be transmitted to the Local 71 Health Plan Trust account in accordance with the District payment schedule, with the clear understanding that such funds may be used only to provide a comprehensive health plan for District employees. The District shall have no obligation or responsibility for any aspect of plan selection or for administration of benefits offered under whatever plan may be managed by the Union.

B. The effective date of obligation for transmission of District contributions to provide coverage for new employees shall be the first day of the month following initial eligibility date. The details of the health plan for custodians shall be determined by the Union, in accord with its agreement with the Health Trust.

C. Benefits provided shall be described in a booklet published by the Union and made available to all employees.

D. Employees on District-approved unpaid leave, laid-off custodians, or custodians who terminate their employment may elect to pay the full cost of the health plan then in effect in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986. All arrangements for such continued coverage must be made with the appropriate representatives of the Local 71 Health Plan Trust, or designee, in coordination with the District's Benefits Department.

Section 2. Life Insurance

The District shall provide fully paid term life insurance coverage for eligible employees as described in the insurance policy provided by the District's insurance carrier, in an amount of three times the employee's annual salary to a maximum of $50,000.00 for death by natural causes and an additional amount of three times the employee's annual salary to a maximum of $50,000.00 for accidental death. Employees may purchase at the District's rate, additional life insurance for a total maximum of up to three times their annual salary to the next highest even thousand dollars for death by natural causes with an additional three times their annual wage to the next highest even thousand dollars for accidental death. Dependent life insurance premiums shall be fully paid by the employee.

Section 3. Life Insurance Upon Termination

Upon termination, an employee may convert the life insurance coverage in effect on the employee on the date of termination to an individual policy in accordance with the rules

established by the insurance carrier. If such election is made, the terminated employee shall pay all premiums for the insurance. The coverage rate shall be established by the insurance carrier.

Section 4. Social Security

Employees are subject to the provisions of the Federal Insurance Contribution Act (Social Security System), as amended.

Section 5. Workers' Compensation

Employees injured on the job shall be eligible for whatever compensation and benefits are available under the Workers' Compensation Act. Further, employees may elect to supplement their income while on leave with a compensable injury by cashing in their accrued leave in accordance with Article 13.

The District will continue to contribute to the Local 71 Health Trust Plan 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 District-provided 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 and life insurance premium for voluntary coverage shall continue to be paid by the employee.

Section 6. Public Employees' Retirement System

Employees shall be covered for retirement benefits as outlined in the applicable statutes related to the Public Employees' Retirement System (PERS). For further information concerning the PERS, employees are encouraged to contact the District's Retirement Specialist for assistance.

Section 7. Holiday Eligibility

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

Section 8. Holidays

The following days are designated as holidays off with pay for all employees:

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

Martin Luther King Day	Thanksgiving Friday
February Holiday*	Christmas Eve
Memorial Day	Christmas Day
Independence Day	

Any day designated by public proclamation by the President of the United States or the Governor of the State of Alaska as a legal holiday and which has further been declared by the Board as a legal, paid holiday for any District employee group, shall be included as a holiday with pay.

Holidays that fall on the employee's first scheduled day off shall be observed on the preceding day. Holidays that fall on the employees second scheduled day off shall be observed on the following day.

*The February Holiday will be celebrated in February each year as determined by the District's School Calendar.

Section 9. Holiday Pay

Holidays shall be paid at straight-time rates if not worked. Employees required to work on any of the above-named holidays shall be paid at the rate of two times their regular rate of pay in addition to the holiday pay.

Section 10. Recognition of Service (hired after June 30, 2001)

Upon attaining five (5) years' employment with the School District, a regular employee earns, in addition to other earnings received, an annual lump sum payment of two hundred fifty dollars ($250.00).

Upon attaining ten (10) years' of employment, a regular employee's annual lump sum advances to five hundred dollars ($500.00).

Section 11. Recognition of Service (hired prior to July 1, 2001)

Upon attaining ten years District employment, an employee earns, in addition to other earnings, an annual lump sum payment amounting to six percent of annual earnings, including longevity, for the calendar year as established by placement on the Wage Schedule. The payment will be made in January of the following year. Longevity pay calculations will apply to the total yearly salary.

ARTICLE 16
CLASSIFICATION AND WAGES

Section 1. Classification Plan

The following job titles will be recognized during the life of this Agreement and shall not be changed unless mutually agreed to by the Union and District. Newly created job titles are, however, within the purview of the District. The District reserves the right to create new and/or delete existing job titles; however, pay rates for newly created job titles must be mutually agreed to by the Union and District. All District schools will be cleaned by employees working under this Agreement. The standard work year for employees, by job title, is as follows:

217 Days Per Year
Unassigned Custodian, Part-Time Custodian, Elementary Custodian

220 Days Per Year
Elementary BPO

228 Days Per Year
Elementary Lead Custodian

238 Days Per Year
Secondary Custodian, Middle School Crew Chief, Senior High Crew Chief, Whaley BPO, Middle School BPO, Senior High BPO

261 Days Per Year
Custodians/Leads/BPOs assigned to Operations/Maintenance/Student Nutrition/Administration Buildings

Other employees may be assigned a 261-day work year.

Range	Job Title
C-1	**Senior High Crew Chief**
C-2	**Middle School Crew Chief**
C-3	**Operations BPO** **Senior High BPO**

C-4 **Admin Bldg. BPO**
Whaley BPO
Middle School BPO

C-5 **Operations Lead Custodian**
Elementary Lead

C-6 **Elementary BPO**

C-7 **Elementary Custodian**
Secondary Custodian
Admin Facilities Custodian
Unassigned Custodian

Section 2. Wage Schedule

FY 2023-2024

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
C-1	$ 20.93	$ 21.44	$ 21.97	$ 22.51	$ 23.06	$ 23.63	$ 24.21
C-2	$ 20.66	$ 21.17	$ 21.69	$ 22.22	$ 22.77	$ 23.33	$ 23.90
C-3	$ 20.53	$ 21.04	$ 21.57	$ 22.11	$ 22.66	$ 23.23	$ 23.81
C-4	$ 20.26	$ 20.77	$ 21.29	$ 21.82	$ 22.37	$ 22.93	$ 23.50
C-5	$ 19.77	$ 20.15	$ 20.75	$ 21.26	$ 21.78	$ 22.31	$ 22.86
C-6	$ 19.37	$ 19.85	$ 20.35	$ 20.86	$ 21.38	$ 21.91	$ 22.46
C-7	$ 18.32	$ 18.77	$ 19.23	$ 19.70	$ 20.18	$ 20.67	$ 21.18

FY 2024-2025

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
C-1	$ 21.44	$ 21.97	$ 22.51	$ 23.06	$ 23.63	$ 24.21	$ 24.81
C-2	$ 21.17	$ 21.69	$ 22.22	$ 22.77	$ 23.33	$ 23.90	$ 24.49
C-3	$ 21.04	$ 21.57	$ 22.11	$ 22.66	$ 23.23	$ 23.81	$ 24.41
C-4	$ 20.77	$ 21.29	$ 21.82	$ 22.37	$ 22.93	$ 23.50	$ 24.09
C-5	$ 20.25	$ 20.75	$ 21.26	$ 21.78	$ 22.31	$ 22.86	$ 23.42
C-6	$ 19.85	$ 20.35	$ 20.86	$ 21.38	$ 21.91	$ 22.46	$ 23.02
C-7	$ 18.77	$ 19.23	$ 19.70	$ 20.18	$ 20.67	$ 21.18	$ 21.70

FY 2025-2026

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
C-1	$ 21.97	$ 22.51	$ 23.06	$ 23.63	$ 24.21	$ 24.81	$ 25.42
C-2	$ 21.69	$ 22.22	$ 22.77	$ 23.33	$ 23.90	$ 24.49	$ 25.09
C-3	$ 21.57	$ 22.11	$ 22.66	$ 23.23	$ 23.81	$ 24.41	$ 25.02
C-4	$ 21.29	$ 21.82	$ 22.37	$ 22.93	$ 23.50	$ 24.09	$ 24.69
C-5	$ 20.75	$ 21.26	$ 21.78	$ 22.31	$ 22.86	$ 23.42	$ 24.00
C-6	$ 20.35	$ 20.86	$ 21.38	$ 21.91	$ 22.46	$ 23.02	$ 23.60
C-7	$ 19.23	$ 19.70	$ 20.18	$ 20.67	$ 21.18	$ 21.70	$ 22.23

Each year on July 1, employees shall move one step within their assigned range. Employees who are promoted to a higher range will start at the step closest to and above their current rate of pay at the time of their promotion. Employees returning to the same job title from an unpaid leave of more than half of the number of workdays in the work year shall retain the step held previous to the leave. If an employee is promoted into a BPO, Crew Chief, or Lead position from a full-time position of a lower range, they shall receive a minimum 5% increase to their hourly rate.

Section 3. Summer Work

If there are additional funds in the budget for any cleaning or upkeep of schools during the summer months, bargaining group members will have the opportunity to work with cleaning or upkeep crews on a seniority basis to the extent such funds are available. The rate of pay for such work will be at the Range 7 rate based on the employees' years of experience with the Anchorage School District. Should there not be sufficient bargaining group members to staff summer cleaning needs, the District reserves the right to utilize other workers.

Section 4. Shift and Regional Differentials

A graveyard shift differential of $.50 per hour shall be paid for those employees who start work after 9:00 p.m. and before 4:00 a.m. The shift differential will apply to the full shift.

In addition, employees assigned to Birchwood ABC, Mirror Lake Middle School, Chugiak Elementary School, and Chugiak High School shall receive a regional differential of $1.00 per hour, and $2.00 per hour for employees assigned to Girdwood K-8.

Section 5. Time Records

A. Time records of employees shall not be changed without first consulting with the employee involved. Copies of the employee's time records shall be made available by the

District for inspection by the employee or authorized Union Representative upon eight hours' notice to the office where records are maintained.

B. Time worked is to be accurately reported. An employee falsifying a time record may be subject to disciplinary action in accordance with Article 8.

ARTICLE 17
TERM AND SAVINGS

Section 1. Term

This Agreement shall become effective on July 1, 2023, and continue in full force and effect through June 30, 2026. The opening upon expiration of this Agreement shall begin no later than March 1, 2026. If the parties are unable to reach agreement on the opening of the Agreement, both parties are relieved of their responsibility as outlined in Article 2 Sections 1 and 2.

Section 2. Successorship

If the operation of the District is assumed by any other entity, this Agreement, all provisions of this Agreement, and all classifications in effect prior to such assumption of operation, shall remain in force and effect during the life of this Agreement.

Section 3. Separability and Savings

If a provision of this Agreement is declared by a court of competent jurisdiction to be invalid, or if, during the life of this Agreement, any federal, state, or local law is legislated in conflict with this Agreement, the remaining provisions of this Agreement shall continue in full force and effect. The parties agree to meet for the purpose of re-negotiating the affected Section to comply with the law.

ADOPTED BY:
Anchorage School District

Date

Margo Bellamy, President
Anchorage School Board

Jharrett Bryantt, Superintendent
Anchorage School District

Andrew Sundboom, Spokesperson
Sr. Director, Labor Relations

Rob Holland
Sr. Director, Operations/Maintenance

Shannon Rasic
Director, Operations/Maintenance

RATIFIED BY:
Public Employees Local 71, AFL-CIO

Date

Jordan Adams, Spokesperson
Business Manager, Local 71

William Meers
Business Representative, Local 71

Tracy Smith
Office Manager, Dispatcher, Local 71

Joshua Wammock
Business Representative, Local 71

Signatures on File