

AGREEMENT

Between

The Anchorage School District

And

**Anchorage Council of
Education/American Federation of
Teachers, Local 4425**

July 1, 2003 through June 30, 2006

100 PREAMBLE

The Anchorage School Board, hereinafter the "Board", recognizes the Anchorage Council of Education/American Federation of Teachers, Local 4425, represented by Alaska Public Employees Association/AFT, (AFL-CIO), hereinafter "ACE", as the exclusive collective bargaining agent for all employees below the level of director; in new positions created during the term of this Agreement with like or similar job functions and/or employees at the same organizational level; or in positions previously represented by ACE below the level of director. Positions previously represented by ACE shall not be assigned to another bargaining unit or to the Exempt employees group, without the approval of ACE. Disputes regarding bargaining unit composition shall be resolved by the Alaska Labor Relations Agency.

200 STATUS OF AGREEMENT

201 INTENT

This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the District that shall be contrary to or inconsistent with its terms. Only Letters of Understanding and Memoranda of Agreement generated during the life of this Agreement shall have force and effect.

202 COMPLETE AGREEMENT

- A. 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 subject for collective bargaining. The result of the exercise of that right and opportunity are set forth in this Agreement. This document contains the full and complete agreement on all bargainable issues between the parties hereto and for all whose benefit this Agreement is made and no party, except as otherwise expressly provided for in this Agreement, shall be required during the term of this Agreement to negotiate or bargain any issue.
- B. This Agreement constitutes the entire agreement between the parties; and no oral statement shall add to or supersede any of its provisions. 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. The parties may elect, from time to time, to enter into agreements that supplement or clarify the terms and conditions of employment contained herein. Such agreements shall be in writing and be signed by both parties. A copy of any agreement shall be

distributed by the District to the Human Resources Department and all supervisors directly affected by the agreement.

203 SEPARABILITY AND SAVINGS

In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subject of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of the Agreement with respect to the period covered by this Agreement. The parties hereto agree that negotiations for changes in the Agreement to conform with federal or state laws shall commence within 30 days of the date of the changes.

204 PRINTING AND DISTRIBUTION

- A. There shall be two signed copies of the final Agreement for the purpose of record, one for the District and one for ACE.
- B. The District agrees to print and provide a copy of the signed and approved final Agreement to each current employee within the bargaining unit and to those subsequently employed. The District will provide, to ACE, an additional number of copies equal to 30% of the current ACE membership.

205 LABOR LIAISON COMMITTEE

Representative(s) of ACE and the District shall meet at least monthly for the purpose of maintaining open communications, reviewing the administration of this Agreement, and attempting to resolve problems. Release time shall be provided to an ACE representative, in addition to the President, to attend these meetings. The ACE President shall appoint the ACE representative. The ACE President or designee may also be invited by the Superintendent to attend various leadership meetings. Attendance at such meetings shall not be charged to ACE, under Article 301.

206 DEFINITIONS

- A. "Employee" means an individual represented by ACE.
- B. "Full Day", in compliance with the Fair Labor Standards Act, means 8 hours. The actual workdays of professionals may vary with workload.
- C. "Immediate Family" includes husband, wife; father, mother, son, daughter, brother, sister, grandparents, or any other relative that is living in the household.
- D. "Unit" is a school or other assigned duty station.
- E. "Workday" or "work day" means a day in paid status inclusive of paid leaves and negotiated/authorized release times.

- F. "Non Work Day" means all weekdays, exclusive of holidays, which are not workdays.
- G. "Board" means the Anchorage School Board.
- H. "District" means the Anchorage School District.
- I. "Promotion" means movement to a position in a higher salary range.
- J. "Transfer" means a change in duty station with the same job title.
- K. "Superintendent" means the District Superintendent or designee.
- L. "Termination" shall mean the voluntary or involuntary cessation of employment, including retirement.
- M. "FTE" - "Full Time Equivalent" is calculated on an 8 hour workday.

300 RIGHTS OF THE PARTIES

301 JOINT RIGHTS

- A. The District shall meet and confer over initial placements with ACE prior to introducing new job titles into the bargaining unit. No posting of a new regular position will occur without a signed Letter of Agreement appending the job title, days worked and range to the current Collective Bargaining Agreement. ACE agrees to act in an expeditious manner to minimize operational delays.
- B. Temporary employees may be utilized by the District for a period up to and including ninety (90) calendar days with a right of at least one extension when the work they are intended to perform is the work of ACE employees. Temporary employees shall incur an obligation to pay the professional service fee defined in Article 304 beginning the ninety-first (91st) calendar day of employment within a calendar year. If the District elects to retain a temporary employee beyond 180 calendar days, the rate of pay thereafter through period of continuous employment shall be at the beginning step of the appropriate range. Without abrogating District rights under Article 301 I, temporary employees hired to provide service within a particular department shall not be used to displace a regular employee working in the same department.
- C. ACE shall be allowed release time for up to five (5) employees for negotiations or meet and confer sessions, up to a total of 960 hours, defined as time away from the normal time at duty status, usually eight hours per day. Thereafter, bargaining sessions may be scheduled following the close of the normal workday.
- D. ACE is authorized to use District electronic mail systems for communicating with employees, consistent with restrictions established by the School Board. Basically, the use of the District's electronic mail systems is limited to matters of business between ACE and the District. It is not to be used for exclusive ACE business without prior approval from Contract Administration.

- E. The Human Resources Department will inform employees that they have the right to an exit interview at the time of termination. These exit interviews shall be conducted by Contract Administration and stored in a separate file kept by Contract Administration for each division. These files shall be available for review by authorized representatives of ACE upon written request to Contract Administration. Department or Division Supervisors may also request exit interviews.
- F. At least twice each year the ACE Executive Board and/or their designees shall meet with the Superintendent and other appropriate staff to discuss matters of District Policy, budget related issues, and state/local legislative priorities.
- G. At the written request of the employee and with written approval of the supervisor, flexible scheduling may be utilized.
- H. Substitute employees may be utilized to perform the duties specified in the Job Description of an absent employee for a maximum of one year. Substitutes are not members of the bargaining unit. When substitutes are utilized, the employee on leave for whom the substitute is dispatched shall return to the specific position and location. Employees on paid leave, whose positions are protected under this section, must continue to meet their obligations under Article 304, below.
- I. The District reserves the right to enter into contracts with private service providers to perform any and all needed work which might otherwise be performed by members of this bargaining unit. The District will meet and confer with ACE at least ninety (90) days prior to reaching a decision to enter into such a contract. Suggested alternatives to contracting may be discussed and considered within that time, at the option of ACE. Options might include but not be limited to providing opportunity for affected employees to compete with private contractors for performance of work described in the District's request for proposal, etc.

302 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 matter, 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:

- A. To manage the District generally; to decide the number and location of facilities; to decide all machines, tools and equipment to be used; to decide the work to be performed; to move or remove a facility or any of its parts to other areas; to decide the method and place for providing its services; to determine the schedules of work including the school calendar and dates of general District operation, to maintain order and efficiency in its facilities and operations; to hire, layoff, assign, transfer, and promote employees; to determine and re-determine the number of hours to be worked; to determine qualifications for all positions; 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 operations of its facilities, and after advance notice thereof to ACE and employees, to require compliance therewith by employees; to discipline and discharge employees for just cause.

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

303 ACE RIGHTS

- A. ACE through its representatives, shall have the right to transact official ACE business relevant to representing employees on District property at all reasonable times, provided that it does not significantly interfere with or interrupt job assignments or other normal District operations. Rooms or other appropriate meeting facilities shall be made available, for ACE use as requested under the District building use policy.
- B. The District shall permit the ACE President and/or an authorized representative to visit District sites. Upon arrival, ACE representatives and/or the ACE President, shall make known their presence to the proper site authority. No more than ten (10) employee representatives, excluding the President, shall be appointed from among employees. ACE shall provide the District with a list of authorized employee representatives. The employee or staff representatives and/or the ACE President shall be allowed to represent employees in disciplinary and grievance conferences during work hours. Representatives and/or the ACE President may investigate grievances during work hours with notification to Contract Administration. ACE representatives and/or the ACE president shall have access to all employees covered by the Agreement, not to interfere with normal District operations. The representatives and/or the ACE President shall not suffer any loss of compensation for time spent in pursuit of these duties.
- C. ACE shall have the right to post notices of activities and matters of ACE business and concerns on staff bulletin boards as designated by the appropriate site authority. At least one such bulletin board shall be in each District work site where ACE employees are assigned.
- D. The District shall furnish ACE with a copy of all material not specified as confidential by the Superintendent which is prepared for the Board for all regular or special School Board meetings. School Board agendas and personnel reports will be sent to ACE, when they become public.

- E. ACE and the District shall meet and confer over new or revised job descriptions or other matters of reclassification before implementation or release and prior to review by the Reclassification Committee.
- F. No position within the jurisdiction of ACE shall be assigned to Exempt or to another bargaining unit without thirty (30) days prior written notice to ACE.
- G. The District will not restrain an employee from belonging to ACE or from taking an active part in ACE affairs or will not discriminate against an employee because of ACE membership or lawful organizational activity.
- H. A maximum of 50 days per year shall be allocated for employees to participate in ACE activities. Employees may attend with the approval of Contract Administration and ACE. Unless otherwise agreed, 10 work days advance notice shall be provided to Contract Administration.
- I. The District shall grant ACE/AFT the option of purchasing up to an additional thirty (30) release days for a member to be used for ACE activities, at the employee's current per diem rate.
- J. The District shall provide to ACE by the 10th of each month a roster of all current employees who occupy positions within the bargaining unit, as of the last day of the previous month. This roster shall contain the names, social security numbers, work locations, titles, number of work days, date of hire into the bargaining unit, date of separation and reason for separation for each employee.
- K. In the event of a strike or work stoppage by another bargaining unit, ACE members shall not be required to do the duties normally performed by the employees engaged in the strike or work stoppage.
- L. An employee may use reasonable and necessary physical force on a student to protect self. Unless otherwise directed by a supervisor, an employee may also use reasonable and necessary physical force on a student to protect a student(s) or others from physical injury; in any extraordinary case of breach of discipline, to restrain a physically disruptive student; or to protect property from serious harm. The District will indemnify the employee as per Article 703.

304 MEMBERSHIP PAYROLL DEDUCTIONS

- A. Professional Service Fee
 - 1. Employees who are not members of ACE will be required to pay an initiation fee and a monthly service fee which shall be no more than the standard uniform dues and fees for ACE members.

2. In accordance with AS 23.40.225 the District and the Union agree to safeguard the rights of non-association of employees having bona fide religious convictions based upon tenets or teaching of a church or religious body of which an employee is a member. Upon submission of proper proof of religious convictions to the Alaska Labor Relations Agency, the Agency shall declare the employee exempt from becoming a member of a labor organization or employee association. The employee shall pay an amount of money equivalent to regular union dues to the Union through payroll deduction by the District. Non-payment of this money subjects the employee to the same penalty as if it were non-payment of dues. The Union shall contribute an equivalent amount of money to a charity of its choice not affiliated with a religious, labor or employee organization. The Union shall submit proof of such contribution to the Labor Relations Agency, and the District.
3. Except as provided in Article 304.A.2, all employees shall, as a condition of continuing employment upon completion of the first full month of employment, authorize on a form provided by the District that the initiation fee and professional service fee be deducted from their regular paychecks.

B. Membership Dues

1. Employees who voluntarily join ACE and pay an initiation fee and membership dues shall not be required to pay the professional service fee described in Article 304.A.1.
2. Employees who desire to have ACE membership dues and initiation fee deducted from their regular pay and have those funds paid to ACE, shall execute a written authorization, on a form provided by the District. The District shall make the deductions each month.

C. Membership Payments

The District will make monthly payments to ACE for authorized initiation fee, professional service fees and membership dues. The union agrees to defend, indemnify, and hold the Board harmless against any liability and pay all costs and attorney's fees which may arise by reason of any action taken by the Board in complying with the provisions of this article. The Board retains the exclusive right to select its own counsel and theories of defense. This indemnification shall not apply to any claim, demand, suit or other form of liability which may arise as a result of willful misconduct by the Board.

305 NON-DISCRIMINATION

ACE and the District agree to comply with all state and federal laws, rules or regulations prohibiting discrimination against any person with regard to employment because of race, color, religion, physical disability, sex, national origin, age, marital status, change in marital status, pregnancy or parenthood. This prohibition relates to hiring, placement, transfer,

promotion, upgrading, recruitment, advertisement, layoff, termination and all other kinds of employment.

Employees have the right to use the District's internal discrimination complaint procedure to resolve any disputes that may arise from this section. This Article (305) is not subject to the grievance procedure.

400 GRIEVANCE

401 GRIEVANCE PROCEDURE PURPOSE

The purpose of this procedure is to provide a framework within which employees may work toward solving problems that assert violation of rights conferred by this Agreement. Parties to a disagreement shall initially attempt to resolve such problems at the lowest possible level through informal and free communication.

De-certification of a JROTC Instructor, for any reason, by the U.S. Department of Defense (DOD) is not subject to the following grievance procedures.

402 GRIEVANCE DEFINITIONS

- A. "Grievance" shall mean any allegation filed under the terms of this section that there has been a violation, misapplication, or misinterpretation of the terms and conditions of employment, as defined in this agreement.
- B. "Grievant" shall mean an employee/group of employees/their independent representative/ACE who initiates a complaint alleging that the employee or group of employees has been directly injured through a violation, misinterpretation, or misapplication of this Agreement. The term "grievant" also includes ACE with respect to grievances growing out of an alleged violation of its organizational rights under this Agreement. Independent representation (as applied above) shall only be authorized if in writing by ACE.
- C. "Parties" shall mean the grievant(s), the District, and ACE.
- D. "File" shall mean the date sent by mail/faxed/or hand delivered.

403 GRIEVANCE PROCEDURE

- A. A grievance must be filed within 20 workdays of the occurrence or such time the grievant knew or should have known of the alleged act(s) or action(s) on which the grievance is based. The grievant must be present at Level 1 and may be present at

all other steps. The grievant may be represented by ACE, APEA/AFT representatives, or by a representative authorized in writing by the ACE President. Any grievance settlement reached in the absence of involvement by a representative of ACE shall apply to that grievance only and shall not be a precedent. All such settlements must be immediately communicated to ACE, in writing.

- B. If time limit extensions become necessary, the extensions are to be kept to a minimum and must be mutually consented to in writing by ACE and the District prior to the expiration of the time limit.
- C. No reprisals shall be taken against an employee for processing a grievance or participating in the grievance procedure. On the other hand, participation in a grievance shall in no way absolve an employee from responsibility for performance or misconduct before or after the filing of a grievance.
- D. Grievances and materials created from the grievance process shall not be filed in official personnel files.
- E. A party to a grievance may call and present witnesses at any grievance level. Witnesses shall be released from work as necessary without loss of pay or benefits if the hearing is scheduled during the workday of the witnesses. The District retains the right to avoid unusual costs or loss of productivity by scheduling hearings outside the regular workday.
- F. If both ACE and the District agree, a grievance may be heard by the Superintendent prior to arbitration.

404 GRIEVANCE LEVELS

- A. Level One (Departmental)
 - 1. A grievant and/or ACE representative with a grievance may initiate the grievance procedure by filing a written statement of the grievance to the immediate supervisor with a copy sent to ACE. If the grievance is the result of a decision beyond the authority of the immediate supervisor, the grievance will be initiated at Level Two within the same time limits of Level One.
 - 2. The immediate supervisor shall meet with the grievant and/or ACE representative within five workdays of receipt of a statement of a grievance. The immediate supervisor shall set the time of the meeting at a mutually convenient time. A minimum of one workday's notice shall be given ACE to provide a representative.

3. An ACE representative or any other person may, with the written authorization from ACE, accompany the grievant at the Level One meeting. The ACE representative or other person may speak on behalf of the grievant if requested to do so by the grievant or ACE.
4. The immediate supervisor shall render the decision in writing within five workdays of the Level One meeting to the grievant and ACE.

B. Level Two (Contract Administration)

1. If either ACE or the grievant is not satisfied with the disposition of the grievance at Level One, ACE may file the grievance in writing to the Contract Administration Department within five workdays of the Level One decision or due date of that decision. The Contract Administration Department shall immediately notify ACE as to the nature of the grievance.
2. Within five workdays of receipt of the written appeal, the Contract Administration Department shall meet with the grievant and/or representative(s) or any other persons in an effort to resolve the grievance.
3. The Contract Administration Department shall render a written decision within ten workdays of the Level Two meeting to the grievant and ACE.

C. Level Three (Arbitration)

1. If the grievance is not satisfactorily resolved at Level Two, ACE may file, within twenty workdays of the Level Two decision or due date of that decision, a request for arbitration with the Contract Administration Department.
2. The District and ACE shall mutually select the arbitrator within 10 workdays of the arbitration request by ACE. If agreement cannot be reached, the arbitrator shall be selected from lists of arbitrators supplied by the American Arbitration Association and/or the Federal Mediation and Conciliation Service and/or the National Arbitration Association. ACE and the District shall alternately strike an equal number, not to exceed five, of names from the lists until an arbitrator is selected. The side to strike first shall be determined by the toss of a coin.
3. The arbitrator's function is to interpret and apply this Agreement and pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement nor shall have any authority to make any decision which requires the commission of an act prohibited by law, or which violates the terms of this Agreement.

4. All communications to or from the arbitrator must be shared equally and at the same time between ACE and the District.
5. The decision of the arbitrator shall be final and binding on the District, ACE, and the represented employee(s).
6. Costs of the arbitrator's services including expenses, if any, shall be borne by the losing party, or if the arbitrator determines that neither party is the losing party, then the arbitrator shall assign arbitrator's fees and expenses proportionally to the parties as judged equitable.

D. Default

The time limits set forth in this article are important. The failure of the supervisor or the Contract Administration Department to adhere to the time limits shall result in the grievance being automatically advanced to the next step. Time limits may, however, be extended at any time by mutual written agreement of the parties. Neither party will unreasonably refuse to grant a legitimate request for an extension of time.

500 WORKING CONDITIONS

501 POSITION DESCRIPTION

A. New employees shall be given a copy of the applicable PVA/Job Description. Current employees shall receive a copy of the applicable PVA/Job Description upon request to the Human Resources Department. A copy of the PVA/Job Description shall be placed in the employee's official personnel file. The District will review job descriptions periodically or when specifically requested by an affected employee. Current job descriptions will be attached to the annual performance evaluation.

B. If clarification is needed, the employee may request a review meeting with the supervisor to outline the specific duties and responsibilities of the work assignment, including other related duties that may be assigned (duties associated within normal work scope as described in the job description).

502 PROBATION

A. The probationary period for new employees shall be six months or 120 workdays, whichever is longer.

503 VACANCIES AND PROMOTION

A. Unless otherwise mutually agreed, ACE position vacancies will be advertised internally with a posting, for ACE represented employees only, in all District facilities for not less than three workdays.

B. The District will make an effort to fill vacancies from within the bargaining unit. Qualified internal applicants who have submitted the required documents specifically outlined in the position vacancy announcement shall be considered, on merit principles, prior to acceptance of applications outside the bargaining unit and interviewed within 30 days of the final closing of the position vacancy announcement.

C. Vacancies not filled as a result of the internal posting will be filled in accordance with established District procedures regarding advertising, interviewing, and selection.

D. Employees who are interviewed and not selected will be informed of the reasons for non-selection upon request to a Human Resources representative. Employees may confer with the representative about a suggested growth plan to enhance future promotional opportunities.

E. Employees on approved leave may designate a person to submit the required documents for consideration during the advertisement period.

F. Employees reclassified to a non-bargaining unit position shall not lose accrued ACE longevity established prior to such reclassification if returned to ACE within 12 months.

504 PROBATIONARY PERIOD FOLLOWING PROMOTION

Employees who are promoted to a position in a higher range shall serve a three-month or sixty (60) workdays (whichever is longer) probationary period for the higher position. In the event that the employee does not perform satisfactorily in the higher position, the employee shall be entitled to return to the former position held or, if filled, the first available position for which the employee is qualified. Unpaid leave for up to one year shall be granted to employees who do not complete their probationary period under this provision. Disputes over performance during these probationary periods are not grievable.

505 EVALUATION

A. An evaluation is an ongoing process of communication between the supervisor and the employee. This process should provide constructive dialogue and feed back about work performance; i.e., work place effectiveness and efficiencies, service and supervisor expectations. Annual written evaluations shall be for the purpose of establishing a record of the employee's work performance and

provide an opportunity for improvement. The employee's work performance rating shall be based on duties and responsibilities as outlined in the job description/PVA and other normal performance expectations of all District employees.

B. Employees will be formally evaluated at least once per year. Less than 12-month employees' written evaluation shall be completed not less than 30 days prior to the end of the work year. When evaluations that include plans for improvement are submitted less than 30 days before the end of the work year, the duration of the plan must extend at least 90 days into the new work year, unless completed before that time. The purpose of the evaluation is to provide candid and direct feedback to the employee regarding the degree to which performance expectations are being met. Performance evaluations are not grievable but any employee who disagrees with such judgments may prepare a written response to the evaluation, which will be attached to the evaluation and placed into the employee's personnel file. The employee shall be allowed five workdays to respond in writing to the evaluation. The evaluation and/or plan for improvement will be forwarded to ACE, upon request of the employee.

C. ACE shall be involved in the revision of employee evaluation forms.

D. Supervisors may indicate in the evaluation document that professional support is needed. The employee is responsible to act upon the supervisor's concern. Without committing to special expenditures, the District will cooperate in reasonable remediation efforts for employees seeking professional support. Concerns at this level are not intended to be job threatening and are expressed for the purpose of promoting a productive educational environment.

E. Plan for Improvement

For those employees who have serious deficiencies in their performance, their supervisors may elect to place them on a Plan for Improvement at any time during the work year, and the Plan should be included in their official personnel file. The affected employee shall be given five (5) workdays to prepare a written response to the improvement plan. The response will be appended to the Plan for Improvement. The Plan for Improvement shall contain at a minimum:

1. each specific area that the employee needs to improve;
 2. the supervisor's expectations for the employee to achieve success;
 3. the supervisor's timelines for subsequent consultations to provide feedback to the employee on progress; and
 4. any suggested methods that an employee might employ to become proficient in job performance or to enhance skills where a weakness has been identified.
- The Contract Administration Department must be kept current as to the Plan for Improvement and any progress or lack of progress that the employee makes.

Plans for Improvement are serious documents that constitute a declaration that unless sufficient improvement in performance is observed within the plan period, loss of employment may result. Employees may request ACE representation.

506 PERSONNEL FILES

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. The review must occur in the presence of a Human Resources representative. At the employee's request, an ACE representative may accompany the employee. The District shall maintain only one official personnel file for each employee. Upon an employee's written request to the Contract Administration Department, letters of warning and reprimand will be removed from the official personnel file after three and one half years, provided that no similar subsequent entries have been made into that file, except in cases of serious misconduct, e.g. sexual impropriety, violence, insubordination, etc. This opportunity shall not be given in cases of suspension, termination, or disciplinary demotion.

The District shall provide an employee with a copy of any materials placed in the official personnel file, 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.

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

507 WORK PLAN CALENDAR AND DAILY WORK SCHEDULE

A. WORK PLAN CALENDAR

The District reserves the right to establish calendar restrictions for the selection of workdays based upon operational needs and declared closure periods.

1. Work Plan Calendars, indicating days that are available to the employee to work in the upcoming fiscal year, will be distributed to employees 15 workdays prior to the end of their current work year. Employees shall submit the annual Work Plan Calendar to the supervisor for approval prior to the end of the current work year. The supervisor shall review the plan and notify the employee within 10 workdays of revisions, if any, based upon program needs. Every effort shall be made to complete the plan in a timely manner.
2. Any modification to the approved work plan calendar shall be mutually agreed in writing by the employee and their supervisor.

B. DAILY WORK SCHEDULE

1. Split shifts shall not be scheduled as regular employee work shifts unless the employee is agreeable and/or the vacancy is posted in that manner.
2. Work shifts shall be defined and assigned by the supervisor. When possible, shift assignments shall be voluntary. Permanent shift changes may be made after two weeks written notice to the employee and ACE. Shorter notice may be given, by mutual consent of the District and employee.

508 BREAKS

An unpaid duty-free lunch break of a minimum of 30 minutes approximately mid-workday shall be provided for full-time employees. The lunch break may not be eliminated on a regular basis to allow the employee to arrive late or leave early.

Full-time employees shall be allowed one uninterrupted relief break not to exceed 15 minutes during the first half of the workday and 15 minutes during the second half of the workday. Relief breaks shall not be used for making up time nor shall an employee arrive late or leave early in lieu of taking the relief break. An employee shall remain on the building grounds during the relief break. Prorated breaks shall be provided to part-time employees or employees working overtime beyond two hours.

509 EMERGENCY CLOSURE

When District facilities are closed to students due to inclement weather conditions, employees will telephone the supervisor if arrival will be late, unless phone contact is not feasible. When an employee arrives within ninety minutes of the normal starting time, full credit will be given for the day's attendance.

If the supervisor acknowledges that travel to the workplace is hazardous, the absence will be charged one of four (4) ways: (1) if the employee elects, the day may be charged to annual leave; (2) if the employee has no annual leave days accrued or does not wish to charge the day to annual leave, the absent day may be unpaid; (3) employees will be allowed to utilize flexible scheduling to make up work missed; or (4) an employee may work from an alternative work site by mutual agreement between the supervisor and the employee.

510 SUBSTITUTION IN HIGHER RANGES

Employees may be temporarily assigned to positions of higher ranges. Substitutions of less than twenty (20) consecutive workdays shall be at the employees' current range and step.

In cases where the temporary assignment exceeds twenty (20) consecutive workdays, the rate of pay shall be at the appropriate range for the temporarily assigned position and at the employee's current step. In this case the rate of pay will be retroactive to the first day worked in the temporary assignment and payment will be made by addendum.

511 DISCIPLINE

A. The District retains the right to discipline employees equitably and for just cause. Except in cases of intractability, discipline shall be administered in private and shall be progressive. Initial probationary employees, however, may be dismissed without recourse to the grievance procedure.

B. Employees may respond in writing to any written reprimand and have such responses placed in their personnel files by submission to the Contract Administration office.

C. Employees may elect to bring an ACE representative or an independent representative, with written authorization from ACE, to any discipline conference to which they are called. With consent of the affected employee, a copy of all proceeding records generated in the disciplinary conference shall be forwarded to the ACE President or designee within three workdays of the date such action was taken. At least a one day's prior notice of disciplinary conference(s) shall be provided to the employee. If an employee chooses not to be accompanied by an ACE representative, ACE is no longer obligated to provide representation for this disciplinary action.

D. The District reserves the right to release a new employee at any time within the initial probationary period if, in its sole discretion, the District finds that the person fails to meet the standards of the District.

512 SENIORITY

Seniority shall be established from the date of initial regular placement in the Bargaining Unit or from the date of most recent employment in the Bargaining Unit, if a break in District employment of more than twelve (12) months has occurred, except as provided in Article 515 (A).

513 LAYOFF ALTERNATIVES

The District will meet and confer with ACE prior to issuance of layoff notices to employees. Employees scheduled for layoff shall be given preferential consideration for transfer into vacant ACE positions for which they qualify.

514 LAYOFF PROCEDURES

A. Except for specific positions within the Facilities Department, (listed below), if the District determines to reduce or abolish positions within ACE, the least senior employee within a job title shall be laid off first and the most senior employee

within a job title shall be laid off last. The District shall offer to a laid off employee the highest range existing position previously held, if the employee is senior to the incumbent in that position. If no position exists which the laid off employee held previously, the District shall offer the highest range existing position previously supervised by the laid off employee, provided the employee is qualified. If more than one such position is available, the District will select the position to be offered. A laid off employee assigned to a position previously supervised but not held shall serve a probation period of six (6) months. At any time after three months into the probationary period, the employee may be placed in lay off for the remainder of the recall period or until recalled.

B. An employee whose position is to be eliminated for the following fiscal year due to budget restrictions, reorganization, and/or position redefinition will be notified in writing on or before the preceding June 1 of such impending action. In the absence of such timely notification, the employee will receive in the following fiscal year the full annual salary and per diem rate he/she would have received had the position not been eliminated.

C. Accrued annual leave shall be cashed at time of termination. Laid-off employees shall be given up to eighteen (18) months from the effective date of lay-off to request cash-out of accrued annual leave, after which time such leave shall be forfeited. Annual leave shall be cashed at the per diem rate in effect at the time of lay-off.

D. The following positions within the Facilities Department may, with thirty (30) days prior notice, be laid off by inverse order of seniority by project or group of projects, to which the affected employee(s) is assigned. Employees laid off from these positions will be recalled as new work for which they qualify becomes available: Project Manager I; Project Manager II; Project Manager III; Construction Inspector; Engineering Assistant.

515 RECALL PROCEDURES

A. Recall shall occur in inverse order of layoff by job title. Employees in layoff status shall retain rights to recall for a period of 18 months. Reinstated employees shall retain their full seniority, shall not serve an initial probationary period, but not receive credit for movement on the wage schedule for the layoff period.

B. Employees in layoff status shall be entitled to return to their former job title, if reestablished. Employees in layoff status shall be given preferential consideration for any vacancy for which they qualify, within the bargaining unit.

C. Employees who reject recall to the job title from which they were laid off shall relinquish all rights provided in this Agreement and shall be terminated. Rejection of other job titles or the same job title with fewer hours per pay period shall not

cancel recall rights. Employees who choose to return to a different job title shall retain their recall rights as identified in Article 515 to the job title from which they were laid off, until refusing to accept an offer in the job title from which laid off.

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 work days after the delivery date or proof of non-delivery. Employees accepting recall shall have two weeks from the acceptance of the position to return to work. Should special circumstances prevent a return to work within two weeks, the employee shall notify the Human Resources Office and arrange a return date that is agreeable to the District. Failure to return to work within the agreed upon time or respond to the certified letter 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.

E. Employees who are recalled from layoff or return from long-term unpaid leave shall be placed at the step nearest to but not exceeding the per diem at the time of layoff.

516 RETIREMENT RETURN

If an employee takes a TRS or PERS approved disability retirement and recovers within an 18-month period, the employee shall have preferential rehire rights in the District, on a position available basis. The District will require medical documentation prior to reemployment.

ACE reserves the right to meet and confer with the District regarding a Service Recognition Program for its members.

517 DRUG AND ALCOHOL SCREENING

The Drug Free Workplace Policy adopted by the School Board, reflected in Section 616.6 of the ASD Policy Manual, is incorporated herein by reference. The specific provisions of the negotiated procedure are set forth in Appendix I to this Agreement.

518 TRANSFERS

A. Employees desiring a transfer within the same job title shall submit an Employee Transfer Request (Form #501) to the Human Resources office any time during the year. The transfer request shall remain active until October 31 of the following school year. If no action has been taken by that time, employees will need to submit a new transfer request if they still desire to be considered for a transfer.

B. If more than three (3) ACE employee applicants request transfer, the principal or supervisor must select at least three ACE applicants for interview. If there are three or fewer ACE employee applicants, all ACE employee applicants must be interviewed.

C. If there are three (3) or more ACE employee applicants who request transfer, one must be selected. If there are fewer than three (3) ACE employee applicants, the principal or supervisor may interview and select another qualified applicant.

D. All ACE transfer applicants, who are not selected, will be notified of their non-selection according to Article 503 D.

E. When an employee involuntary transfer is to be made for program need, consultation and notification shall be attempted at least four weeks prior to the transfer date, unless unable to contact the employee. In that instance, the District shall notify the employee by certified mail sent at least two weeks prior to the transfer.

600 LEAVES

601 SICK LEAVE

A. Full-time employees will accrue one and one-third days of sick leave for each calendar month or major fraction thereof in pay status. Part-time employees will accrue leave proportionately.

B. Sick leave may be taken for personal illness. In addition, up to five (5) days of sick leave may be used each year in case of illness or accident of a family member that requires the presence of the employee. In either case, medical verification of need may be required by the supervisor. The District may request a physician's statement substantiating the need for sick leave in cases in excess of three (3) days or in cases of excessive usage or suspected abuse. A false statement by the employee regarding sick leave is sufficient grounds for termination.

C. There shall be no limit on the accrual of sick leave days.

D. ASD employees may donate up to a maximum of five (5) days of sick leave per employee to an ACE member in need of sick or catastrophic leave, who has exhausted all available help from the Sick Leave Bank Committee. Leave slips will be collected by ACE and be turned into the Payroll Department for processing. Leave donated cannot later be reclaimed but shall remain with the recipient.

602 SICK LEAVE BANK

A. There is established a District Sick Leave Bank to be administered jointly by a committee of six members, two from the Anchorage Principals Association, two from ACE, and two appointed by the District. The joint committee will develop criteria for the use of the sick leave bank and be responsible for reviewing and approving requests for sick leave withdrawal from the bank. An employee who has contributed to the bank one-half day during the current year and who has exhausted sick leave and annual leave remaining in banks may make reasonable withdrawals, provided there is sufficient leave time available in the bank.

B. One-half day contribution to the Bank will occur automatically through payroll deduction during the first 30 calendar days of employment each school year except that in the event the Bank exceeds 1,000 days at the beginning of a school term, the above one-half day contribution to the Bank will be deferred, except for new employees, for the school year or until such time that the days in the bank number 100. Employees electing not to join the Bank will inform the Human Resources Department in writing within 15 calendar days after reporting date.

C. Sick leave time assigned to the bank shall remain the property of the Bank; no donor shall have any further claim to donated days.

D. ACE-donated sick leave days may be combined with leave days donated by members of other District employee organizations in the formation of the Bank.

603 SICK LEAVE CASH IN

A. Employees eligible for actual PERS retirement during the life of this Agreement who give three work months advance notice may cash accumulated sick leave, to be included in the last payroll check, according to the following formula:

Days Accumulated Leave	Per Diem Percent
First 30 (0 - 30)	0
Next 10 (>30 - 40)	10
Next 10 (>40 - 50)	12
Next 10 (>50 - 60)	15
Next 10 (>60 - 70)	19
Next 10 (>70 - 80)	24
Next 10 (>80 - 90)	30
Next 10 (>90 - 100)	37
Over 100	45

B. If the legislature creates an adjustment in PERS that grants credit for sick leave toward retirement, then the employee shall have the option of applying the

above formula or using their sick leave as credit towards retirement, consistent with applicable law.

C. Should the District institute an early retirement program, the notice specified in A of this Section shall be waived enough to allow the retiring employee to participate.

604 TRAVEL EMERGENCY LEAVE

Absence as a result of travel emergencies beyond the control of the employee shall be counted as non-work days when written verification acceptable to the District has been received, provided the employee has non-work days available. If not, the employee may elect to use annual leave for the time missed or take leave without pay. Notification shall be in advance, unless impossible. Neither non-work days nor annual leave days shall be affected when the travel is for District business.

605 FAMILY AND MEDICAL EMERGENCY LEAVE

A. Rules governing access to leave under the Family Medical Leave Act (FMLA) or Alaska's Pregnancy, Childbirth & Family Leave Act are as follows:

1. A "year" shall mean July 1 to June 30.
2. Standard request procedures for FMLA unpaid leave shall be used.
3. All paid leave and non-work days must be exhausted before unpaid medical leave shall be granted. Paid leave used for purposes approved under the Acts shall be charged against the 18 week maximum, each year. Sick leave may be used only for purposes of personal illness, or up to 5 days sick leave may be used for the care of a spouse or child. Leave taken under FMLA which does not qualify for sick leave, under this section, will be charged as Leave Without Pay.
4. Employees on medical leave may be required to submit fitness for duty forms prior to return to work.
5. Health insurance coverage will be retained during the period of time the employee is eligible to be off under the Acts.
6. Employees out of pay status for more than 30 calendar days may elect to pay premiums for maintenance of life insurance protection, at the District rate.
7. When a third physician is needed to resolve a deadlock between the employee's physician and a physician employed by the District, that physician shall be selected by the two disputing physicians.

B. In cases of death within the employee's or spouse's immediate family, the employee shall be entitled to use up to seven (7) days of sick leave at the discretion of the Executive Director, Human Resources, except that if circumstances require out-of-state travel, the employee may be granted up to ten (10) days of sick leave. If

more than one death in the employee's or spouse's immediate family should occur at different times within the fiscal year, up to five days may be granted for each such occurrence, unless mutually agreed otherwise by the employee and the Executive Director, Human Resources.

606 LEGAL LEAVE

A. Employees shall be provided leave with pay for work time lost when serving on jury duty, provided that fees paid by the court (except travel and parking expenses) are 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, unless otherwise agreed by the supervisor.

B. If suit is brought against an employee for actions taken within Board policy and scope of work assignment, the employee shall be entitled to leave with pay for any periods of work that are missed while participating in such proceedings. No employee is entitled to leave with pay when the employee is involved in personal litigation or actions being taken against the District.

607 CIVIC LEAVE

A. If an employee is unable to vote during off duty time because of the District work assignment, the District will provide the necessary time during normal work hours to vote in federal, state, school board, and municipal elections.

B. Leave with pay will be granted, at the discretion of the District, to employees for fire fighting and rescue work as members of volunteer fire companies or Civil Air Patrol Unit, with the following conditions:

1. The employee must be a member and reside within the volunteer fire area.
2. The employee shall provide a statement from the employee's Fire Chief or Civil Air Patrol Unit Commander certifying the required service and the time and date involved.
3. Air rescue service is limited to an employee possessing an approved pilot's license and needed as a pilot in the air rescue work.
4. Leave will be limited to a total of fifteen (15) days per year during the period of this Agreement.

C. 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 if such services are determined by the Superintendent or designee to benefit the District and the community. The advance approval of the Executive Director,

Human Resources is required before paid leave for civic duties shall be granted. Notification of denial, with justification, must be given in writing to the employee. Failure to respond to the employee's request within fifteen (15) working days shall constitute approval.

D. An employee participating with non-profit organizations may be granted paid leave at reasonable times, intervals, and for a reasonable total time during the year. Authorization may be granted by the Executive Director, Human Resources if such participation benefits the community and the District. Failure to respond to the employee's request within fifteen (15) working days shall constitute approval.

608 MILITARY LEAVE

Temporary military leave shall be granted when a written request by a military authority stating reasons why the leave cannot be taken during non-work days and a leave request have been submitted to the Human Resources Department. Upon submission of proof of the amount of base military pay received by the employee, the District will pay the employee the difference in the base military pay and regular District pay for the day(s).

609 PROFESSIONAL LEAVE

A. When an employee attends classes, workshops, or seminars at the District's request, the employee will not lose non-work days, annual leave, or salary. If the Human Resources Department approves an employee attending college classes, workshops, or seminars for educational purposes, non-work days will be charged on the basis of one-half hour for each full hour of attendance. Failure to respond to the employee's request within fifteen (15) working days shall constitute approval.

B. Employees may be given professional leave for gaining knowledge, participating in programs, or similar activities as necessary for the maintenance and improvement of District program efforts. The immediate supervisor, subject to funding constraints, may authorize such leave and arrange for District payments for travel costs.

C. With immediate supervisor approval, employees responsible for implementation of approved District curriculum may be released to participate in program related activities. If funding prohibits participation, individual management plans may need to be reevaluated.

D. Each Safety-Security Specialist will be required to obtain and keep current a first-aid card. The District will, during the term of this Agreement, hold annual first-aid training programs during employee work hours to enable the obtaining of first-aid cards and keeping them current.

E. A single representative of a JROTC school team shall be provided up to five (5) days of professional leave each year to attend training conferences, sponsored by

the applicable JROTC headquarters, which occur during the regular work calendar of the JROTC Instructors.

610 UNPAID LEAVE

A. Medical Unpaid Leave

1. An unpaid leave for medical purposes shall be granted for up to one year. The granting of medical leave will require a letter from the physician treating the employee outlining the nature of the disability or illness and estimating when the employee will be able to return to employment. If requested, the employee will agree to an examination by a physician of the District's choice at the District's expense beyond the cost covered by insurance. Requests for unpaid leave shall be submitted to the Human Resources Department at least 30 calendar days in advance, unless impossible. Failure to respond to the employee's request within fifteen (15) working days shall constitute approval.

2. If an employee returns to work from medical unpaid leave within 90 calendar days from the last day worked, the employee shall return to the same facility and job title held before the medical unpaid leave. If an employee returns to work between 91 calendar days and 180 calendar days from the last day worked, the employee shall return to a position with the same range and step previously held before the unpaid leave. If an employee returns to work between 181 calendar days and one year from the last day worked, the employee shall return on a position available basis as near as possible to the same range and step for which qualified or to the job title held before the unpaid leave. If the employee is unable to return because a position is not available, the employee's leave shall be extended until a position for which the employee is qualified becomes available. Refusal to accept a position at the same or greater salary as previously received shall terminate the employee. The District and ACE may mutually agree to extend these deadlines.

B. Personal Unpaid Leave

1. Employees may be granted unpaid leave for up to one year for compelling personal reasons. Requests for leave shall be submitted to the Human Resources Department at least 30 calendar days in advance. Preference shall be given to leave requests based upon date of receipt, unless otherwise agreed. Every effort will be made to act quickly and favorably upon such requests. Failure to respond to the employee's request within fifteen (15) working days shall constitute approval. In the event the request is either denied or unreasonably delayed, the employee may appeal to the Human Resources, Director of Operations.

2. Upon return from leave, the employee shall be reassigned to the prior job title on a position available basis. If unavailable, the employee shall be assigned to an equivalent job title for which qualified on a position available basis. Employees returning from leave shall be reinstated with length of service rights accumulated as of the date of their leave and shall

not be required to serve the initial probationary period. Wage step movement shall not occur if the leave exceeds half of the employee's yearly workdays. Employees returning from leave who are not reassigned due to position unavailability may extend their leave for up to one year during which time they may apply for open positions and receive preferential consideration, consistent with applicable collective bargaining agreements. Following this year, the District shall have no further obligation to reinstate the employee.

C. Professional Development Unpaid Leave

1. A leave of up to one year may be granted for professional development directly related to the employee's career path. Requests for leave shall be submitted to the Human Resources Department at least 30 calendar days in advance. Preference shall be given to leave requests based upon date of receipt. Failure to respond to the employee's request within fifteen (15) working days shall constitute approval.
2. Upon return from leave, the employee shall be reassigned to the prior job title on a position available basis. If unavailable, the employee shall be assigned to an equivalent job title for which qualified on a position available basis. Employees returning from unpaid leave shall be reinstated with length of service rights accumulated as of the date of their leave and shall not be required to serve the initial probationary period. Wage step movement shall not occur if the leave exceeds half of the employee's yearly workdays.

D. Religious Unpaid Leave

Employees whose religion requires their absence from work shall be granted necessary unpaid leave days, upon presentation of proof acceptable to the District.

E. Benefit Continuation During Unpaid Leave

An employee may elect to continue medical and life insurance coverage during approved long-term unpaid leave. The employee shall pay all premiums for the insurance at the then current group rate unless otherwise specified in this Agreement. An employee on approved unpaid leave who is covered by District health benefits or life insurance will be notified by mail at the address listed in the Human Resources Department of coverage changes. An employee on leave will also be notified of newly instituted retirement programs.

611 ANNUAL LEAVE DAYS

- A. Employees assigned to work years of 240 days shall be credited with nine (9) days at the start of each year.
- B. Employees assigned to work years of at least 215 days but no more than 239 days shall be credited with eight (8) days at the start of each year.

C. Employees assigned to work years of at least 195 days but no more than 214 days shall be credited with six (6) days at the start of each year.

D. Employees assigned to work years of fewer than 195 days shall be credited with four (4) days at the start of each year.

E. Annual leave shall be accruable to a maximum of 30 days. Annual leave in excess of 30 days will be cashed out at a rate of 50%, with the remaining 50% being forfeited. Balances will be cashed out and paid in July, based on the per diem in effect as of June 30.

F. Once all non-workdays have been used, annual leave may be used with prior supervisory approval, if submitted at least ten (10) days in advance. Approval or non-approval of the supervisor shall occur within five (5) days of the submission of the leave request.

612 EMERGENCY LEAVE

Emergency leave shall be granted for emergencies not previously stated to include but not limited to home heating or flooding problems. Such leave shall be counted as non workdays or annual leave, at the discretion of the employee, when written verification acceptable to the District has been received.

613 CATASTROPHIC LEAVE

In the case of severe illness or extreme hardship, an employee may be provided leave through the Sick Leave Bank. The Sick Leave Bank committee will develop criteria for use of catastrophic leave and shall be responsible for reviewing and approving requests for catastrophic leave withdrawal from the Bank.

700 BENEFITS

701 HEALTH BENEFITS

A. The District shall contribute \$525 per month toward health benefits for each eligible employee and eligible employee dependents for the 2003-2004 year. The amount of contribution shall increase to \$600 per month for the period July 1, 2004 through June 30, 2005. The amount of monthly contribution provided by the District for July 1, 2005 through June 30, 2006 shall be equal to the highest monthly contribution provided for any other employee group participating in the School District's Master Health Policy, but not less than the 2004-2005 contribution. Only those employees assigned to positions working 20 hours or more per week shall be covered by this provision. Health insurance benefits shall be described in the School District's Master Health Policy as periodically amended.

B. The District will continue the Health Benefits Task Force whose members shall include representatives from each of the District's bargaining units and the District's exempt employees covered by the District's health plan. Representatives will be appointed by their respective bargaining group.

The Task Force shall assist with research, monitor health care costs and usage, assist in Requests for Proposals, participate in negotiations with any responding carriers/administrators on health benefits, and assist in the design of health benefit plans.

C. In the event an employee voluntarily opts out of the District health benefit plans, the District's obligation of contributions, in accordance with Article 701A, shall continue to apply. District contributions for these employees shall be paid to the District Rate Stabilization Reserve account.

D. Any funds remaining in the District benefits claim account after accounting for claims, pooling, reserve adjustments, and retention shall be retained by the District in a Rate Stabilization Reserve Account to be used to offset any future increases in benefit plan costs for all employees covered by the District's plan, on an equitable basis. Interest earned in the Benefits Claims account and in the Rate Stabilization Reserve Account shall remain in those accounts and not be transferred to the District's General Fund.

702 LIFE INSURANCE

A. The District shall provide group life insurance protection for each employee in the amount of three times annual salary and group accidental death and dismemberment insurance in the amount of three times annual salary.

B. Upon termination/retirement, an employee may elect to convert group life insurance to individual life insurance coverage up to the amount of coverage in effect at termination. If such selection is made, the terminating/retiring employee will pay all premiums in accordance with rates available from the insurance carrier at the time of conversion. Conversion will not require proof of insurability and application must be made within 31 days of termination/retirement.

C. An employee may elect to continue life insurance coverage during approved long-term unpaid leave. The employee shall pay all premiums for the insurance at the then current group rate unless otherwise specified in this Agreement.

D. Employees may purchase dependent life insurance coverage through the District according to the provisions of the carrier.

703 EMPLOYEE INDEMNIFICATION

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, except that coverage for use of a private vehicle shall be limited as stated in Article 707 Mileage Reimbursement. To qualify for this protection, the employee must provide the District with immediate notification of any charges filed. This protection shall encompass at least:

- A. Listing all employees as additional named insured's 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. Provide legal defense against any allegations, litigation or arbitration at no cost to the employee;
- C. Extend the employee's protection to family members who may be litigated against or otherwise imperiled solely as a result of the performance of assigned duties by the employee.

704 WORKERS' COMPENSATION

- A. In an effort to avoid Workers' Compensation claims, employees shall notify their immediate supervisor in writing of any unsafe working conditions. The supervisor shall then take appropriate actions to correct the problem, whenever possible.
- B. The District will provide Workers' Compensation benefits in accordance with the Alaska Workers' Compensation Act for injuries or illnesses sustained in the course and scope of employment.
- C. The employee on Workers' Compensation shall also continue to be paid full salary until each of the following are exhausted in the order desired by the employee: sick leave, non-work days, annual leave days, if any. This section shall be implemented at the sole option of the employee; however, once chosen, the order of utilization of sick leave, non-work days and annual leave days, if any, shall be final.
- D. As long as an employee continues to draw regular salary under Article 704 C, benefits will continue as if the employee were actively at work.
- E. After an employee exhausts all annual and sick leave and non-work days, the employee may apply for unpaid medical leave to protect the position.
- F. Return rights for these employees shall take precedence over other employee unpaid leave provisions.

G. If an employee returns to work from unpaid leave within 90 calendar days from the last day worked, the employee shall return to the same facility and job title held before the unpaid leave. If an employee returns to work between 91 calendar days and 180 calendar days from the last day worked, the employee shall return to a position for which qualified within the same range and step held before the unpaid leave. If an employee returns to work between 181 calendar days and one year from the last day worked, the employee shall return on a position available basis as near as possible to the same range and step of the job title held before the unpaid leave. If the employee is unable to return because a position is not available, the employee's leave shall be extended until a position for which the employee is qualified becomes available. Refusal to accept a position at the same or greater salary as previously received shall terminate the employee. The District and ACE may mutually agree to extend these deadlines.

H. If an employee fails to return to work from unpaid leave on the agreed upon date for any reason except emergency situations beyond the employee's control, the employee shall be considered as having voluntarily terminated.

I. An employee on Workers' Compensation shall not be subject to layoff; however, should layoffs occur in the employee's job title, the employee's rights to return to work shall be governed by the recall provisions.

705 HOLIDAYS

The following District holidays shall be observed by employees as non-paid days:

Independence Day	Day Before New Year's
Labor Day	New Year's Day
Thanksgiving Day	Fur Rendezvous or President's Day
Day after Thanksgiving	Spring Vacation Day
Day before Christmas	Memorial Day
Christmas Day	

When a recognized holiday falls on a Saturday, the preceding Friday shall be considered a District holiday. If the holiday falls on Sunday, the following Monday shall be considered a District holiday.

An employee who is in a pay status on the workdays immediately preceding and following a designated holiday and who is required to work on that day shall receive double pay.

706 EMPLOYEE ASSISTANCE PROGRAM

The District shall provide an Employee Assistance Program (EAP), available without charge to the employee and dependents. The District reserves the right to modify the program as it deems appropriate. The employee's use of the EAP shall remain confidential and not be disclosed to the District or ACE by the service provider without the employee's

written consent. The decision to utilize the EAP cannot be used against the employee in evaluations, memoranda or any other record that refers to employee performance. Client lists shall not be available to the District or ACE from the service provider.

707 MILEAGE REIMBURSEMENT

Employees required by the Superintendent to use their private motor vehicles to conduct school business shall be reimbursed at the approved Internal Revenue Service rate, adjusted prospectively provided the request for reimbursement is submitted no later than five (5) work days following the close of the fiscal year. Employee liability insurance coverage will be primary and District coverage secondary in case of accident. In all cases, employees will incur the cost of damage to their own vehicles.

708 DISABILITY INSURANCE

Before November 30, 2003, three (3) representatives from the District and three (3) representatives from ACE shall meet to develop a proposal for an employee funded Disability Insurance program.

The District and ACE may reopen this Article after January 1, 2004 and prior to March 31, 2004, with 15 days written notice to the parties.

800 SALARY

801 SALARY CONDITIONS

- A. Employees shall be paid on a salary basis. Employees shall receive annual written notification of salary, or hourly rate, as applicable.
- B. Annual salary shall be calculated by multiplying the per diem times the number of workdays times the percentage of FTE worked.
- C. An employee whose salary exceeds the range maximum shall be held at the current salary until the salary schedule exceeds current salary.
- D. Service credit shall be earned at the following rates:
 - 5 years through 9 years of service: 1.5% of annual salary
 - 10 years through 19 years of service: 2.25% of annual salary
 - 20 years through 29 years of service: 2.75% of annual salary
 - 30 plus years of service: 3% of annual salary

Conditions: Service credit payments shall be earned on a calendar year based upon the employee's full years of service in ACE as of December 31, and as defined in Article 512.

Service credit payments shall apply to all wages earned by the employee. Service credit payments will be applied to a calendar year salary covering the total gross wages earned during the period from January through December of a given year. Annual service credit payments will normally be paid in January of the following year.

E. 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.

F. Employees who are recalled from layoff into a lower range shall be placed at the step of the lower range closest in dollars to, but not more than, the step held at layoff. Placement at the higher step in the lower range will continue only so long as the employee remains in that position. If the employee returns to a position in the range held before lay-off, the employee will return to the step held before lay-off, adjusted for any movement secured through bargaining. Any change of assignment between the lowest range held as a result of recall and the position held before lay-off will result in no change in compensation.

Employees who return from long term unpaid leave into a lower range shall be placed according to previous experience, as determined by the Human Resources Department, except as provided in Article 610 A.

G. Employees who are re-classed to positions in higher ranges or accept a position in a higher range, shall receive a minimum 5% increase in salary. In no case shall the salary for an employee be less than the first step in the assigned range.

H. At the employee's option, a portion of their salary may be deposited by payroll deduction in a credit union designated by the District.

I. In transitioning employees into ACE from other employee groups, the District shall calculate a per diem amount for their current position by taking the employee's annual salary plus longevity multiplied by 1.025 and divided by the number of workdays in their non-ACE position. The employee will then be placed on the ACE salary schedule at the range and step of their new position nearest to that per diem.

J. Pay Practices for JROTC Instructors

1. JROTC Instructors shall be entitled to a salary for 200 days between July 1 and June 30 each year. JROTC Instructors are professional employees and are expected to perform all JROTC Instructor duties within the 200-day contract, with no addenda available for performance of JROTC-related duties past the

200 days. That amount of annual salary shall be equal to the minimum pay required under the District's agreement(s) with the Department of Defense (by appropriate branch), plus \$4000, or \$48,000, whichever is greater.

The annual salary for JROTC Instructors shall be projected each year, based upon the adjusted per diem for the final quarter of the prior year.

2. Increases in annual salary that are necessitated by changes in the minimum pay requirements shall be paid by contract addenda within forty-five (45) calendar days of receipt by the District of the monthly pay information sheet that reflects the change. The addenda issued shall reflect the value of the pay increase, calculated from the effective date through June 30. Should an Instructor resign from District employment prior to the end of the work year, the District reserves the right to retrieve any overpayment which may result from the issuance of any contract addenda.

3. JROTC salaries shall be paid in equal monthly payments, for twelve (12) months or for the number of months actually employed during a school year, as adjusted by the provisions of items (1) and (2), above.

802 WORKDAYS

Employees shall work the number of days as currently assigned or as established by the District for new positions and amended to this Agreement by Letter of Agreement.

803 OVERTIME/COMPENSATORY TIME

A. Ranges 1 - 3 or Positions Marked with an Asterisk (*)

1. Employees who occupy position titles in Ranges 1 through 3 or are marked with an asterisk (*) in Article 806 shall receive overtime when work beyond eight hours in a day or 40 hours in a week is required. Overtime work shall be paid at the rate of one-and-one-half times the regular hourly rate. Overtime work performed on the seventh day of a scheduled workweek shall be paid at two times the regular hourly rate. Work in excess of twelve (12) hours in any continuous work period shall be paid at two times the hourly rate.

2. Through mutual agreement, employees eligible for overtime may elect to receive compensatory time instead. Compensatory time will be computed in the same manner as overtime. Compensatory time off can be accrued up to 240 hours (not more than 160 hours of actual hours worked). This time must be used by the end of the fiscal year in which it is earned. In lieu of this, the employees' supervisor must report any unused amount that remains on the books to the Accounting Department. In the event the time is not reported to the Accounting Department, the employee will not forfeit any compensatory time. All

compensatory time accrued in one fiscal year shall be used within the following fiscal year.

3. No work beyond the specified shift will be performed without prior written supervisor approval. Employees who willfully cause the District to incur overtime obligations, without obtaining proper supervisory approval, shall be subject to disciplinary action.

4. 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 hours overtime.

B. Unless otherwise specified in this Agreement, nothing in this Article shall be construed to prohibit the adjusting of an employee's work schedule during a pay period to meet the operational needs of the District. If this section is applied, the affected employee's work plan should be adjusted accordingly.

C. Employees may, at any time, request an additional review of their positions, if they believe their positions to be overtime eligible. Additional reviews shall be conducted by an outside consultant, agreed upon by the District and ACE. Any disputes regarding eligibility for overtime shall be determined in accordance with the Fair Labor Standards Act.

D. Normal workweeks for ACE overtime ineligible positions typically require a minimum of 40 hours, and individuals in these positions are expected to be available during the normal workday to meet the needs of the District. Employees in these overtime ineligible positions are expected to take responsibility for their own schedules and can, on occasion, take time off from work in order to meet personal needs. This time off from work must be approved in advance by the supervisor and must not conflict with District operations. In these situations a leave slip is not required for absences of less than four (4) hours.

804 ADDED DAYS

When the supervisor extends the employee's normal work year, the added days shall be paid at 1.50 times the employee's per diem rate unless prior arrangements are made, and mutually agreed to. The employee will not suffer any penalty or discrimination for non-agreement.

805 SPECIAL PROJECTS

A. Special project agreements may be written for amounts not necessarily related to regular pay rates. Acceptance of such agreements shall be at the employee's option, without recrimination for refusal to accept. These time specific projects shall be paid by addendum and based on organizational need, project

complexity, estimated length of time required to complete project, and qualifying skill factors. Addenda in excess of \$2,000 per project shall be negotiated with ACE and agreed to by Letter of Agreement. ACE will respond to any special projects request in a timely manner.

B. Safety-Security Specialists who accept special project assignments outside of a scheduled shift shall be paid \$100.00 per high school dance and \$70.00 per District sponsored activity.

806 CLASSIFICATION PLAN

A. The District shall maintain a classification system, based upon the principle of like pay for like work. The following criteria shall be used to determine the appropriate classification, to include but not limited to: Education, Knowledge or Know-How; Accountability or Systemic Impact; Problem Solving; Supervisory Authority; Market Factors; and Internal Equity.

Employees may request a review of classification of their positions in accordance with District procedures.

B.

Range	Job Title	Number of Days

1	Community Counselor, Indian Education	180
	Computer Operator	230
	Neighborhood Patrol-Community Safety-Security	180
	Offset Equipment Operator	230
	Specialist, Technology Training	188/198
	Technician, Claims, Medical Only	230
	Technician, Related Services (COTA, PTA, SLPA)	180
2	Specialist, Computer System Operations	230
	Specialist, Health Treatment	180
	Specialist, Help Desk I	188/230
	Specialist, Route Scheduler	215
	Specialist, Safety-Security	180
	Technician, Accounting	240
	Technician, Budget	240
	Technician, Bus Dispatcher	198
	Technician, Grant	198/230
	Technician, Publications	230
3	Specialist, Braille	198
	Specialist, Communications	180/230
	Specialist, Information Support Center	230
	Specialist, Media Production	230
	Specialist, Safety-Security Mental Health	188
	Specialist, Security	230
	Technician, State & Federal Programs	240

4	Accounting Specialist	240
	Buyer	230
	Coordinator, Family Resource	180
	Engineering Assistant	230
	Specialist, Assessment Systems	230
	Specialist, Bus Safety Training	198
	Specialist, Help Desk II	230
	Specialist, Insurance	240
	Specialist, Leave Management	230
	Specialist, Microsystems I	180/205/230
	Specialist, Payroll	240
	Specialist, Public Affairs	230
	Specialist, Retirement	230
	Specialist, Transportation Services	215
	Specialist, Web Content	230
	Program Supervisor, E.W.E.	198
Program Supervisor, NEP	198	
5	Analyst, Budget	240
	Coordinator, Family School Services, Title 1	184
	Programmer	198/230
	Specialist, Social Services	180
6	Accountant	240
	Behavior Strategist	198
	Claims Adjuster	230
	Coordinator, Community School	184/230
	Coordinator, Educational Interpreter/SCPI	198
	Coordinator, Recruitment & Compliance/ Migrant Ed	198
	Coordinator, Student Nutrition	230
	Coordinator, World Language Mentorship	188
	Financial Analyst, Student Nutrition	230
	Manager I, Facilities Project	230
	Manager, Food Center	198
	Microbiologist, Student Nutrition	230
	Specialist, Information Technology	230
	Specialist, Microcomputer Systems II	230
	Specialist, Network	230
	Specialist, Related Service Program	198
	Specialist, Vocational Education	198
Supervisor, Custodians	230	
Transportation Planner	230	
7	Inspector, Construction	230
	Manager, Community Schools	230
	Manager, Community Services/Rentals	230
	Manager, Maintenance Department MCR	230
	Purchasing Agent	230
	Specialist, Homeless Education, Title 1	184
8	Analyst, Budget, Sr	240
	Manager II, Facilities Project	230
	Programmer Analyst	230
	Project Support Analyst	230
	Specialist, Safety Training	230
	Supervisor, Printing	230
	Supervisor, Training Operations	230

9	Construction Plans Examiner	240
	Foreman, Operations	230
	Foreman, Warehouse	230
	Manager, Library Resources	215
	Purchasing Agent/Contract Administrator	230
	Senior Accountant	240
	Server Administrator I	230
	Site Planner	230
	Specialist, Senior Purchasing Agent	230
	Supervisor, Grounds	230
	Supervisor, Maintenance	230
	Supervisor, Transportation Services	230
	Supervisor, Vehicle Maintenance	230
	Systems Programmer I	230
10	Construction Administrator	230
	Demographer	230
	Facilitator Discretionary Grant	198/215/230
	Foreman, Audio Visual	230
	Manager III, Facilities Project	240
11	Analyst, Network	230
	Coordinator, Music	198
	Coordinator, Preschool Assessment Special Education	198
	Coordinator, Special Education Services	198/215
	Manager, Construction	230
	Manager, Design Planning	230
	Server Administrator II	230
	Supervisor, AV Services & Voice & Library Automation	230
	Systems Analyst	230
	Systems Programmer II	230
12	Coordinator, Curriculum	215
	Coordinator, Discretionary Grant	230
	Coordinator, Professional Development	215
	Coordinator, Recruitment	230
	Coordinator, Related Services	198
	Coordinator, Testing	230
	Database Analyst	230
	Supervisor, Art	215
	Title 1 Child in Transition/Homeless (CIT/H) Project Coordinator	215
13	Supervisor, Bilingual Ed/Multicultural	215
	Supervisor, Deaf Education	215
	Supervisor, Gifted	215
	Supervisor, Information Technology	230
	Supervisor, Indian Education	230
	Supervisor, Migrant Education	215
	Supervisor, Music	215
	Supervisor, Safe and Drug Free Schools	198
	Supervisor, Title I	230

807 PER DIEM SCHEDULE

Effective July 1, 2003: Per diem rates will increase 2% over the per diem paid in the November 1, 2001 per diem schedule.

Effective July 1, 2004: Per diem rates will increase 2% over the per diem paid in the July 1, 2003 per diem schedule.

807 PER DIEM SCHEDULE
EFFECTIVE JULY 1, 2003 - JUNE 30, 2004

Ranges										
	A	B	C	D	E	F	G	H	I	J
1	129.70	132.95	136.19	139.60	142.99	146.57	150.14	153.90	157.66	161.60
2	136.19	139.60	142.99	146.57	150.14	153.90	157.66	161.60	165.54	169.68
3	142.99	146.57	150.14	153.90	157.66	161.60	165.54	169.68	173.82	178.15
4	150.14	153.90	157.66	161.60	165.54	169.68	173.82	178.15	182.51	187.07
5	157.66	161.60	165.54	169.68	173.82	178.15	182.51	187.07	191.63	196.42
6	165.54	169.68	173.82	178.15	182.51	187.07	191.63	196.42	201.22	206.24
7	173.82	178.15	182.51	187.07	191.63	196.42	201.22	206.24	211.27	216.56
8	182.51	187.07	191.63	196.42	201.22	206.24	211.27	216.56	221.84	227.38
9	191.63	196.42	201.22	206.24	211.27	216.56	221.84	227.38	232.93	238.75
10	201.22	206.24	211.27	216.56	221.84	227.38	232.93	238.75	244.58	250.70
11	211.27	216.56	221.84	227.38	232.93	238.75	244.58	250.70	256.81	263.22
12	221.84	227.38	232.93	238.75	244.58	250.70	256.81	263.22	269.65	276.39
13	232.93	238.75	244.58	250.70	256.81	263.22	269.65	276.39	283.13	290.21

Ranges												
	K	L	M	N	O	P	Q	R	S	T	U	V
1	165.54	169.68	173.82	178.15	182.51	187.07	191.63	196.42	201.22	206.24	211.27	216.56
2	173.82	178.15	182.51	187.07	191.63	196.42	201.22	206.24	211.27	216.56	221.84	227.38
3	182.51	187.07	191.63	196.42	201.22	206.24	211.27	216.56	221.84	227.38	232.93	238.75
4	191.63	196.42	201.22	206.24	211.27	216.56	221.84	227.38	232.93	238.75	244.58	250.70
5	201.22	206.24	211.27	216.56	221.84	227.38	232.93	238.75	244.58	250.70	256.81	263.22
6	211.27	216.56	221.84	227.38	232.93	238.75	244.58	250.70	256.81	263.22	269.65	276.39
7	221.84	227.38	232.93	238.75	244.58	250.70	256.81	263.22	269.65	276.39	283.13	290.21
8	232.93	238.75	244.58	250.70	256.81	263.22	269.65	276.39	283.13	290.21	297.28	304.73
9	244.58	250.70	256.81	263.22	269.65	276.39	283.13	290.21	297.28	304.71	312.14	319.94
10	256.81	263.22	269.65	276.39	283.13	290.21	297.28	304.71	312.14	319.94	327.76	335.95
11	269.65	276.39	283.13	290.21	297.28	304.71	312.14	319.94	327.76	335.95	344.15	352.74
12	283.13	290.21	297.28	304.71	312.14	319.94	327.76	335.95	344.15	352.74	361.35	370.37
13	297.28	304.71	312.14	319.94	327.76	335.95	344.15	352.74	361.35	370.37	379.42	388.91

807 PER DIEM SCHEDULE, cont'd.

EFFECTIVE JULY 1, 2004

Ranges

	A	B	C	D	E	F	G	H	I	J
1	132.30	135.61	138.91	142.39	145.85	149.51	153.15	156.98	160.81	164.83
2	138.91	142.39	145.85	149.51	153.15	156.98	160.81	164.83	168.85	173.07
3	145.85	149.51	153.15	156.98	160.81	164.83	168.85	173.07	177.29	181.72
4	153.15	156.98	160.81	164.83	168.85	173.07	177.29	181.72	186.16	190.81
5	160.81	164.83	168.85	173.07	177.29	181.72	186.16	190.81	195.46	200.35
6	168.85	173.07	177.29	181.72	186.16	190.81	195.46	200.35	205.24	210.37
7	177.29	181.72	186.16	190.81	195.46	200.35	205.24	210.37	215.50	220.89
8	186.16	190.81	195.46	200.35	205.24	210.37	215.50	220.89	226.28	231.93
9	195.46	200.35	205.24	210.37	215.50	220.89	226.28	231.93	237.59	243.53
10	205.24	210.37	215.50	220.89	226.28	231.93	237.59	243.53	249.47	255.71
11	215.50	220.89	226.28	231.93	237.59	243.53	249.47	255.71	261.94	268.49
12	226.28	231.93	237.59	243.53	249.47	255.71	261.94	268.49	275.04	281.92
13	237.59	243.53	249.47	255.71	261.94	268.49	275.04	281.92	288.79	296.01

Ranges

	K	L	M	N	O	P	Q	R	S	T	U	V
1	168.85	173.07	177.29	181.72	186.16	190.81	195.46	200.35	205.24	210.37	215.50	220.89
2	177.29	181.72	186.16	190.81	195.46	200.35	205.24	210.37	215.50	220.89	226.28	231.93
3	186.16	190.81	195.46	200.35	205.24	210.37	215.50	220.89	226.28	231.93	237.59	243.53
4	195.46	200.35	205.24	210.37	215.50	220.89	226.28	231.93	237.59	243.53	249.47	255.71
5	205.24	210.37	215.50	220.89	226.28	231.93	237.59	243.53	249.47	255.71	261.94	268.49
6	215.50	220.89	226.28	231.93	237.59	243.53	249.47	255.71	261.94	268.49	275.04	281.92
7	226.28	231.93	237.59	243.53	249.47	255.71	261.94	268.49	275.04	281.92	288.79	296.01
8	237.59	243.53	249.47	255.71	261.94	268.49	275.04	281.92	288.79	296.01	303.22	310.82
9	249.47	255.71	261.94	268.49	275.04	281.92	288.79	296.01	303.22	310.81	318.38	326.34
10	261.94	268.49	275.04	281.92	288.79	296.01	303.22	310.81	318.38	326.34	334.31	342.67
11	275.04	281.92	288.79	296.01	303.22	310.81	318.38	326.34	334.31	342.67	351.03	359.79
12	288.79	296.01	303.22	310.81	318.38	326.34	334.31	342.67	351.03	359.79	368.57	377.78
13	303.22	310.81	318.38	326.34	334.31	342.67	351.03	359.79	368.57	377.78	387.01	396.68

900 DURATION OF AGREEMENT

A. This Agreement shall become effective July 1, 2003 and continue in full force and effect through June 30, 2006.

B. Areas of this Agreement may be reopened for negotiation by mutual agreement of the District and ACE.

RATIFICATION

For the Collective Bargaining Agreement covering the period July 1, 2003 through June 30, 2006 between the Anchorage School District and the Anchorage Council of Education/APEA/AFT, Local 4425, AFL-CIO.

Jake Metcalfe
Anchorage School Board

M.L. Loudermilk, President, ACE
Negotiator

Carol Comeau
Superintendent

Duane Moran, 1st Vice President, ACE
Negotiator

Eric Tollefsen
Executive Director Human Resources

Michael Kerosky, ACE
Negotiator

Nanci Terencio, ACE
Negotiator

Bev Thornburg, ACE
Negotiator