

# *Collective Bargaining* **AGREEMENT**

by and between  
Anchorage School District  
and the TOTEM Association of  
Educational Support Personnel  
APEA/AFT (AFL-CIO)



July 1, 2004 through June 30, 2007



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## **PREAMBLE**

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

## **SECTION 100 ASSOCIATION RIGHTS**

### **101 ASSOCIATION REPRESENTATION**

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

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

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

### **102 JOB REPRESENTATIVES**

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

No more than fourteen (14) Job Representatives, (not more than one per location), including the Association President, shall also be appointed from among bargaining unit members and shall be the last employees terminated unless discharged for just cause. Job Representatives shall be allowed, upon notification made to the immediate supervisors, to represent employees in disciplinary conferences and investigate/administer grievances during work hours. Job Representatives shall not suffer any loss of compensation for reasonable time spent in pursuit of Job Representatives' duties. The District may take appropriate action for excessive use of time by a Job Representative. The Association shall have access to all employees covered by this Agreement on a not-to-interfere basis.

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

### **103 MEMBERSHIP PAYROLL DEDUCTIONS**

#### **103.1 Service Fee**

The District shall notify the Association of new employees covered by this Agreement, or of existing employees transferred to a position covered by this Agreement, within one month of the effective date. Before or at the completion of the first full month of work of a new or an existing employee and as a condition of continued employment,

all employees shall authorize in writing to the District, on a form provided by the Association, the normal uniform Association initiation and professional service fee to be deducted from the employee's paycheck.

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

### **103.2 Membership Dues**

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

### **103.3 Dues Payment**

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

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

### **103.4 Special Employee Contributions**

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

### **103.5 Union Membership**

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

## **104 EMPLOYEE INFORMATION**

### **104.1 Membership Reporting to Association**

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

### **104.2 Employee Access to Personnel File and Building Unit File**

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

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

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

### **104.3 Information Requests**

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

## **105 ASSOCIATION USE OF DISTRICT FACILITIES**

### **105.1 Building Usage**

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

### **105.2 Bulletin Board Usage**

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

### **105.3 Inter-school Mail Usage**

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

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

#### **106 ASSOCIATION WORKSHOPS**

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

#### **107 EMPLOYEE TRAINING**

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

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

##### **107.1 Tuition Reimbursement**

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

##### **107.2 First Aid Training**

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

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

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

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

### **108 ASSOCIATION LEAVE BANK**

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

Withdrawal requests from the Bank will be for the purposes of Agreement negotiations, Executive meetings, Association sponsored training, and other Association-related purposes. Requests for withdrawals from the Bank shall be made by the Association President or designee to the employee's supervisor with a copy of the request sent to the Leave Management Specialist. Such requests shall be approved and shall not be unreasonably denied. Leave transferred to the Bank is final and not recoverable for re-credit to an employee's annual leave. Bank accumulation is not transferable to any other bargaining unit.

#### **108.1 Association President**

The Association President shall be granted leave from the individual's position with the District and assigned to the Association office on a full-time basis, forty hours per week, twelve months per year. The President shall be paid by the District in accordance with Sections 502, 507, and 508 of the Agreement at the highest range/step on the salary schedule. Seventy-five (75) hours of leave per week shall be charged to and deducted from the Association Leave Bank. Annual leave accrued by the President during the term of office shall be donated to the Association Leave Bank. Prior leave may be cashed in or retained until the term of office is completed, according to the terms of this Agreement. The District shall cover the President under the Medical, Life Insurance, and P.E.R.S. programs established under this Agreement.

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

As President of the Association, the President is in no way a liability of and/or legal responsibility of the District during the term of this agreement, nor is the District in any