

Juneau School District  
Collective Bargaining Proposal  
with the  
Juneau Education Support Staff

February 2, 2012

## **ARTICLE 1**

### **Definition of Terms**

#### **Section 1. Employees Covered by this Agreement**

This Agreement shall cover all classified employees of the District, excluding individuals on contract with the District; individuals employed in temporary or short term substitute positions as defined in Section 3 of this Article, or less than four (4) hours per day or twenty (20) hours per work week; and those classified employees in management/supervisory/confidential positions such as Director of Administrative Services, Maintenance Coordinator, Custodial Coordinator, Facilities Manager, Community Schools Director, Human Resource Director, Finance Officer, Executive Administrative Assistant to the Superintendent, Executive Administrative Assistant to the Assistant Superintendent, Administrative Assistant to the Board of Education, Administrative Assistant to the Director of Administrative Services, Administrative Assistant to the Human Resource Director, and the RALLY Coordinator.

The determination as to exclusion from or inclusion in the Bargaining Unit of all new or substantially altered classified positions during the life of this Agreement shall be made by mutual agreement of the parties.

#### **Section 2. Unit of Compensation**

- a. Basic Unit of Compensation: The basic Unit of Compensation shall be the rate of pay as provided in the salary schedule for the Unit Member's range and step.
- b. Memorandum of Agreement: A memorandum of agreement may be used for assignments not directly related to the Unit Member's regularly assigned duties and may not be of student extra-curriculum in nature (see section c of this article).

Upon mutual agreement, the District and an individual Unit Member may enter into a memorandum of agreement. The memorandum of agreement shall provide an hourly wage that is at least equal to the Unit Member's normal rate of pay.

- c. Extra-Curriculum Agreement: An extra-curriculum activity agreement may be used for work not directly related to the Unit Member's regularly assigned duties and are student activity related (i.e. coaching, debate, cheerleading advisor).

Upon mutual agreement, the District and an individual Unit Member may enter into an extra-curriculum agreement. The extra-curriculum agreement shall provide a wage based on the current District standard for such activity.

- d. ~~Overtime or Compensatory Time:~~

Employees shall receive overtime compensation for all hours worked in excess of 12 hours per day or 37.5 hours in pay status in the workweek.

For the purpose of computing and compensating the holidays worked or overtime, the Unit of Compensation shall be:

1. Pay figured at one and one-half (1.5) times the Unit Member's normal rate of pay,  
or  
**Overtime must be pre-approved by the supervisor.**

~~2. Compensatory time equal to one and one half (1.5) times actual hours worked.~~

~~The Unit Member and the Employer shall first attempt to reach mutual agreement regarding which of the above methods will be used. In the event that the Unit Member and Employer are unable to reach mutual agreement, the Employer will be paid for the overtime worked.~~

~~When compensatory time is accrued, the Employer shall maintain records for each Unit Member, showing actual compensatory time accrual and use, and shall furnish the Unit Member a report on at least a quarterly basis. Unused compensatory time shall be cashed out as follows:~~

~~1. At the end of the school year for nine (9) or ten (10) month Members, or~~

~~2. On each September 30 for twelve (12) month Unit Members.~~

~~Compensatory time may be used at the discretion of the Unit Member subject to prior approval of the first (1<sup>st</sup>) level of supervision outside the JESS Unit.~~

~~Part-time employees shall be paid for all hours worked.~~

### Section 3. General Terms

- a. "APEA/AFT" is the Alaska Public Employees Association/American Federation of Teachers, which is the union the Juneau Education Support Staff (JESS) is affiliated with.
- b. "Employee Representative" is defined as a JESS member, elected by his/her unit, who is authorized by the JESS Board of Directors to represent other Unit Members in grievances or other union-related matters.
- c. "Day" refers to calendar day unless specified as "working" day.
- d. "Employee" is a person working for the District who is paid a wage, or is in approved leave without pay status, and holds probationary, permanent or temporary status working in a position that has been designated as a JESS position.

1. "Probationary" refers to an employee who has worked for the District for ninety (90) days or less. The length of the probationary period may be extended for specific employees by written mutual agreement between the Employer and the employee. (See Article 7, Section 3.)
2. "Permanent" refers to an employee who has successfully completed his/her probationary period. (See Article 7, Section 1 and 2.)
3. "Temporary" refers to an employee who is employed by the District in a newly created temporary position who has worked for the District thirty (30) working days or less. On the thirty-first (31) working day of employment within a sixty (60) calendar day period, temporary employees automatically become Unit Members and are entitled to all rights and benefits under this Agreement (except PERS, which becomes effective on the ninetieth (90th) day of employment) retroactive to the date of hire. Temporary employees are not members of the Bargaining Unit.
4. "Bargaining Unit Member" refers to an employee who fits the definition of an employee covered under this contract in Article 1, Section 1.
5. "Permanent Full-Time" refers to an employee who has successfully completed the probationary period and who works seven and a half (7.5) hours per day and/or thirty-seven and a half (37.5) hours per week. This includes nine (9), ten (10), and twelve (12) month employees. (See Article 7, Section 1.)
6. "Permanent Part-Time" refers to an employee who has successfully completed the probationary period and works a minimum of four (4) hours a shift but less than seven and one half (7.5) hours per shift, and twenty (20) hours or more per week. (See Article 7, Section 2).
7. "Hourly" refers to employees who work for the District less than twenty (20) hours per week. Hourly employees are not covered under the terms of this agreement. ~~Under extenuating circumstances, hourly employees may be worked beyond twenty (20) hours per week for no more than a total of seven (7) work weeks per school year and no more than three (3) weeks during the summer months.~~

~~— The term "extenuating circumstances" will take into consideration weeks when in service, parent/teacher conferences, and Winter and Spring breaks are in effect. It may also take into consideration the need to complete a project which is time sensitive. Both parties agree, in all events, that this term in no instance is an intent to employ hourly employees to circumvent the JESS negotiated agreement. It is to be used as an aide in resolving staffing problems.~~

**No hourly employees shall be hired to perform duties which causes a JESS employee to have hours reduced or become laid off.**

8. "Short Term Substitute" Individuals employed by the District to temporarily replace current members of the JESS Bargaining Unit who are in leave status. Substitutes working in this capacity shall not exceed eighty (80) working days. Substitutes hired for the purposes of covering a JESS member on Maternity/Paternity leave under the provisions of FMLA shall be considered Short Term Substitutes. Short Term Substitutes are not members of the Bargaining Unit.

Substitutes filling advertised vacant positions may not exceed twenty (20) working days of employment, except by mutual agreement between JESS and the District.

9. "Long Term Substitute" Individuals employed by the District to replace current JESS Bargaining Unit Members in extended leave status. A substitute shall be considered a Long Term Substitute if employed for a period of time in excess of eighty (80) working days. Long Term Substitutes shall be considered provisional members of the Bargaining Unit and shall be afforded all the rights and benefits of the negotiated agreement, except for those excluded in this section. Long Term Substitutes shall be placed at the entry level step in the appropriate salary range for the classification. Long Term Substitutes shall not accrue seniority, do not have layoff rights, cannot achieve permanent status, and may be released from service for any reason deemed appropriate by management with or without two (2) weeks notice. Long Term Substitutes are not eligible for PERS. Should a Short Term Substitute continue past the eightieth (80<sup>th</sup>) working day of employment, they shall be retroactively converted to a Long Term Substitute.
- e. "Year of Service" is a period within the District's fiscal year which constitutes the full, assigned work year for the position held by the Bargaining Unit Member, e.g. a nine (9) or ten (10) month employee completes a full "year of service" in nine or ten months, respectively.
- f. "Date of Hire" the date on which the employee was originally hired with no break in service longer than six (6) months into a JESS position.
- g. "Anniversary Date" the date on which the employee was hired into his or her current classification, except as described in Sections 4 and 5 of Article 24. There will be only one anniversary date. When an employee is in a split position, the anniversary date is the date the employee was hired into the first of the multiple classifications.
- h. "Seniority" is defined as length of continuous service with the District.
- i. "Nine (9) Month Employee" is an employee whose assigned work year is limited to the duration of the school year. The work year of paraeducators with direct classroom responsibilities shall begin one (1) day prior to the first school day for students.
- j. "Ten (10) Month Employee" is an employee whose assigned work year is limited to no more than three (3) weeks in addition to the duration of the school year.
- k. "Twelve (12) Month Employee" is an employee whose assigned work year is all year round without a seasonal break in service.

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## **ARTICLE 2 Recognition**

### **Section 1. General Recognition**

The Juneau Education Support Staff, hereinafter referred to as JESS, is the exclusive representative of permanent and probationary employees covered by this Agreement and will be recognized as such by the Board of Education. For complete list of represented classifications see Appendix C.

### **Section 2. Exclusive Representation**

The Employer shall not negotiate, confer, or handle grievances with any employee organization other than JESS or its designee on items concerning Bargaining Unit Members.

### **Section 3. Non-Interference**

It is recognized that the above provisions shall in no way interfere with the fulfillment of duties and responsibilities of the Board as established by law.

### **Section 4. JESS References in Other Contracts**

The District will refrain from knowingly negotiating, or entering into a collective bargaining agreement, with any employee organization other than JESS regarding the wages, hours, and working conditions of JESS Bargaining Unit Members and shall make reasonable efforts to remove any such provisions from existing agreements.

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### **ARTICLE 3**

#### **Association Security and Responsibility**

##### **Section 1. Condition of Employment**

All employees shall, as a condition of continued employment, either become a member of JESS and pay JESS dues or pay an agency fee to JESS in an amount certified by JESS to be equal to the cost of collective bargaining representation. New employees assigned to positions within the bargaining unit shall be given enrollment material provided by JESS and be allowed to complete and submit that paperwork, including payroll deduction authorization, during regular intake processing. Payment of JESS dues or agency fees shall commence within thirty (30) days of hire.

##### **Section 2. Non-Compliance**

Upon the written demand of the Association, any Bargaining Unit Member who has been employed for more than thirty (30) days and who is not in compliance with the provisions of Section 1 of this Article shall be terminated by the Employer. Termination shall become effective within twenty (20) working days after receipt of the aforesaid demand to the Employer by the Association.

##### **Section 3. Exception**

The rights of non-association, or employees having bona fide religious convictions, shall be safeguarded as provided in Alaska Law as of the effective date of this Agreement, or as amended or otherwise modified during the life of this Agreement.

##### **Section 4. Association Activities**

The Employer agrees that it shall not in any manner, directly or indirectly, attempt to interfere between any of its employees and JESS. The Employer shall not in any manner restrain or attempt to restrain any Bargaining Unit Member from belonging to JESS.

##### **Section 5. Dues Deduction**

The Employer agrees to deduct on a regular basis from the paycheck of each employee who so authorizes, the regular monthly dues, assessments, and fees of the Association. The amount so deducted as certified by the Association President or Treasurer, shall be transmitted monthly to the Association or the Association's designee on behalf of the Bargaining Unit Member. Deductions authorized shall be on a form mutually agreeable to the parties, and furnished by the Association to the Employer. No other employee organization shall be accorded payroll deduction privileges with regard to members of the Bargaining Unit. Any change in the rate of dues or agency fees will require at least thirty (30) days written notice to the Director of Administrative Services.

##### **Section 6. School Board Packet**

The Employer shall provide JESS with a copy of the Board Packet at the same time it is made available to the members of the Board, and shall provide prior notice to JESS of any special

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meetings. Board packets shall include information concerning all additions to and subtractions from the Bargaining Unit.

#### **Section 7. Responsibility for Unit**

The Association assumes all obligations and responsibilities for this Bargaining Unit. The Association agrees that this Agreement is binding on each and every member of the Bargaining Unit and that its members, individually or collectively, accept full responsibility for carrying out all the provisions of this Agreement.

#### **Section 8. Indemnity and Hold Harmless**

The Association agrees to indemnify, defend, and hold harmless the Employer from any and all actions, claims, demands, or suits arising out of the Employer's activities undertaken pursuant to Article 3, Sections 1, 2, 3, and 5, when those activities are undertaken at the request of the Association.

#### **Section 9. Member Communication**

- a. Bulletin Boards. The Employer agrees to furnish space for bulletin boards in the members' work areas to be used by Unit Members of the JESS. JESS shall use these boards only for posting official notices concerning JESS business, legislative enactments and judicial decisions affecting public employee labor relations. Any notice posted shall be signed by the appropriate Employee Representative with a courtesy copy available to the building administration at the time of posting.
- b. JESS shall be authorized to use the District's email system for the purpose of communicating with members and District representatives regarding issues of mutual concern. The District reserves the right to define and enforce usage standards and expectations for all users.

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## **ARTICLE 4**

### **Association Representation**

#### **Section 1. Employee Representatives**

The Association shall appoint members to act as Employee Representatives and shall provide written notice to the Employer that identifies representatives and the work sites they represent by October 15 of each year. If changes are made to those representatives, JESS will notify the Employer as soon as practical. The number of Employee Representatives shall not exceed one (1) representative per work site in addition to the President of the Association. The work sites shall include each main school site, District Office, Maintenance, and one (1) representative for all "alternative" school locations. Additional representatives shall be by mutual agreement.

The representative shall have the right to represent members of the Bargaining Unit to assure enforcement of the negotiated agreement. The Employer agrees that it will not discipline or permit reprisals against an Employee Representative for carrying out his/her proper role, or against an employee who seeks the assistance of an Employee Representative. The Employee Representatives and the President, shall be allowed reasonable time to handle complaints, grievances and other matters relating to this Agreement and to attend training during working hours without loss of compensation and benefits. Employee Representatives covered under this Article shall be allowed no more than nine (9) hours per month for purposes of this Article with additional time provided by mutual agreement when required, for grievance investigation and resolution and training. Upon mutual agreement, management may extend release time to a JESS designated Grievance Committee member who is not an Employee Representative.

Absences from the worksite for union business requires approval by the JESS President and the representative's supervisor. A minimum of five (5) working days notification to the supervisor for training; five (5) days notice is also required for union meetings which do not stem from member representation requests over which the representative has no control, is required. Maximum notice shall be provided by the Employee Representative to the supervisor. When possible, absences shall be scheduled to minimize interference with work duties and avoid a need to hire a substitute. Approval shall not be unreasonably withheld but it is acknowledged that District work requirements must be satisfied and that the Employee Representative is responsible to provide the supervisor with maximum reasonable notice of all release requests. Use of release time shall be approved by the supervisor on the same basis as the use of annual leave. Such absence shall not be unreasonably denied.

#### **Section 2. Non-Employee Representatives**

JESS may, have representatives who are not employees of the Employer who shall be authorized to speak for JESS on all matters governed by this Agreement and shall be permitted, with prior notice to the supervisor, to visit any work area at any time during working hours covered by this Agreement.

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**ARTICLE 5**  
**Management Rights**

It is recognized by the parties that management retains the right to:

- a. Direct all employees;
- b. Hire, promote, demote, assign, reassign, determine the duties of and retain employees, and to discipline or discharge them for just cause;
- c. Relieve employees from duty because of lack of work or other legitimate reasons;
- d. Determine the method, number, and kinds of personnel required, temporarily and permanently;
- e. Determine and maintain position classifications or reclassifications based on duties, responsibilities, and qualifications for each position; and
- f. All of the functions, rights, powers, and authority of the Employer not specifically abridged, delegated, or modified by this Agreement are recognized by JESS as being retained by the Employer.

**ARTICLE 6**  
**Non-Discrimination**

**Section 1. Definition**

~~The Employer and the Association agree not to discriminate against any person with regard to employment or membership because of race, religion, political affiliation, color, gender, sexual orientation, ancestry, national origin, age, pregnancy, physical or mental disability, marital status, change in marital status, or parenthood. This provision relates to hiring, placement, upgrading, transfer, demotion, recruitment, advertisement, solicitation for employment, rates of employment, selection for training, layoff, and termination.~~

~~All parties agree, concur and affirm that discrimination and/or discriminatory treatment based upon religious views and opinions, lack of religious views and opinions and/or conflicting religious view and opinions are not appropriate or permissible conduct in the District workplace, will not be permitted in the District workplace and that it is the affirmative responsibility of all parties to assist in the maintenance of an appropriate, cooperative and harmonious workplace.~~

**Section 2. Discrimination/ Sexual Harassment Complaint Procedure**

~~Discrimination and sexual harassment complaints by a Unit Member may be filed as a grievance with the Equal Employment Office and/or with the appropriate Human Rights Commission, and shall not be subject to Article 11 of the Agreement.~~

**\*The District is not opposed to a non-discrimination clause. It is preferred that this statement mirrors the District's statement and placed in the appropriate location similar to other publications and documents.**

## **ARTICLE 7 Employee Status**

### **Section 1. Permanent Time Employees**

Employees holding full-time positions on a twelve (12) month schedule shall accrue and/or receive all benefits. Those Employees working less than twelve (12) months per year shall accrue and/or receive all benefits on a pro rata basis defined in each applicable Article.

### **Section 2. Permanent Part-Time Employees**

Permanent part-time employees are defined as employees working a minimum of four (4) hours a shift but less than seven and one-half (7.5) hours a shift, and twenty (20) hours or more per work week. An employee within this category shall accrue and/or receive on a pro rata basis all benefits received by permanent full-time Employees according to the number of hours worked.

### **Section 3. Probationary Employee Initial Hire**

A Unit Member appointed for regular full-time or permanent part-time employment shall be employed on a probationary basis for the first ninety (90) calendar days of employment. The probationary period shall begin immediately upon appointment and shall continue for ninety (90) calendar days, except that Christmas and summer breaks shall not be included in the ninety (90) days unless work is actually performed. At any time during the probationary period a Unit Member whose performance does not meet the required job standards may be dismissed. The Unit Member's supervisor shall notify the Unit Member and the Superintendent or designee of such a dismissal in writing at least five (5) days prior to the effective date of the dismissal, provided that failure to give such notice shall not affect the validity of the dismissal action. The Association shall receive notice of all dismissals, concurrent with notification to the employee. There shall be no appeal to a dismissal action prior to completion of the probationary period except in cases of alleged discrimination. The length of the probationary period may be extended for specific employees by written mutual agreement between the employer and the employee; such extension not to exceed thirty (30) days.

## **ARTICLE 8 Evaluations**

### **Section 1. Purpose**

The purpose of the evaluation process is to provide an ongoing evaluation of an employee's performance. It is intended to be used as a tool to assist employees in succeeding in their positions.

### **Section 2. Schedule**

- a. Employees in the JESS Unit in probationary status shall receive written performance evaluations at the completion of their probationary period.
- b. Nine and Ten month employees who have attained permanent status in their position shall receive a written performance evaluation during the period of February 1 – April 30 in any given school year in which they are employed.
- c. Twelve month employees who have attained permanent status in their position shall receive a written performance evaluation during the period of February 1 – June 30 in any given school year in which they are employed.
- d. The untimeliness of a required annual evaluation shall not preclude or delay the receipt of any salary increases which may be tied to the completion of anniversary periods.

### **Section 3. Evaluation Forms**

Evaluations shall be completed on forms provided by the District and agreed to by JESS.

### **Section 4. Evaluation process**

- a. An evaluation conference between the employee and his/her immediate supervisor, as defined in the classification standards, shall be held. The employee shall be evaluated based on his/her performance of the duties outlined in his/her job description. A discussion of personal/professional goals and strategies to meet these goals may be included in this conference. A review of mandated training shall be discussed. A written evaluation shall be signed by both the employee and the supervisor during the conference.
- b. If a teacher's/program supervisor's observations are part of the evaluation, the observations shall be written, dated, and signed and shared with the employee at the evaluation conference.
- c. If an employee has more than one supervisor, those supervisors will confer with one another to produce a single written evaluation.
- d. The employee shall be afforded the opportunity to file written comments regarding the evaluation. Written comments shall be forwarded to the Human Resource Director and must be received within fourteen (14) days of the evaluation conference. The Human Resource Director shall review the comments and may, at his/her discretion recommend changes to the evaluation. The employee's comments shall be attached to the evaluation and will become part of the employee's formal evaluation.

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- e. An unsatisfactory rating on an employee's evaluation will result in a written plan for improvement developed in consultation with the employee. The improvement plan will include, but not be limited to:
  - 1. Observed at least twice during the Plan of Improvement
  - 2. Indicate the expected outcomes
  - 3. Action steps to reach outcomes
  - 4. Timeline to meet outcomes
  - 5. Assistance to be provided
  - 6. The Plan for Improvement shall last for not less than ninety (90) work days and not more than one-hundred eighty (180) work days except that the minimum time may be shortened by agreement between the administrator and the Superintendent.
- f. After the evaluation conference, and once the employee has provided comments if he/she chooses to do so a copy shall be given to the employee and a copy shall be placed in the employee's personnel file.

#### **Section 5. Supervisory and Administrative Evaluations**

JESS members shall be given the opportunity to provide input regarding the performance of supervisory and administrative personnel by May 15 on forms provided by the District. Completed forms shall be returned to the District Human Resource office.

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## **ARTICLE 9**

### **Discipline, Discharge and Separation from Service**

#### **Section 1. Administration of Discipline**

The Employer agrees to administer discipline and discharge equitably and without discrimination and shall consider reasonable alternatives available prior to discharging any employee.

#### **Section 2. Progressive Discipline**

The Employer may discharge any employee without prior warning for serious infractions; including, or of the same magnitude as, gross insubordination, falsification of records, alcohol or drug use during work hours or on the work site, physical or sexual violence, sexual abuse, willful endangerment of the health or safety of others, or willful destruction of District property.

Disciplinary action for other than serious infractions shall be customarily invoked in the order listed:

1. Oral reprimand or warning;
2. Written reprimand or warning;
3. Suspension without pay;
4. Discharge.

Any document which may be used to support a disciplinary action must be initialed by the employee in order to indicate receipt of a copy of said document, prior to being placed in the personnel file. Copies of adverse documents shall be sent concurrently to JESS and APEA/AFT. Refusal to initial an adverse document will not bar its placement in the personnel file.

#### **Section 3. Termination Pay**

All accrued benefits, except PERS retirement contributions, shall be paid to the employee within three (3) working days of separation from service.

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## **ARTICLE 10**

### **Grievance Procedure**

#### **Section 1. General**

For the purposes of this article, "day" shall mean working day. A working day is defined as any day the Juneau School District Central Office is open for business.

The parties agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving the terms and provisions of this Agreement or any other controversy or dispute that arises between the parties.

Informal Resolution of Differences: It is desired that differences between employees and supervisors be resolved at the lowest level possible. To achieve this goal, employees are required to discuss such differences with their supervisor as soon as possible after they are aware of the event leading to the difference and prior to filing a grievance. Supervisors are similarly required to be responsive to such discussions. An employee may use the services of a JESS Employee Representative in holding such a discussion. Adjustments made at this level may not conflict with this agreement or applicable laws, regulations or policies and shall be non precedential. If the supervisor has not responded, or the employee is not satisfied with the supervisor's response, the employee must file a written grievance within the time frames set forth below.

A Grievance shall be defined as any controversy or dispute involving the interpretation or application of this Agreement arising between JESS or an employee(s) and the Employer. The following grievance-arbitration procedure shall be used as the sole means of settling such differences, disputes or controversies. It is further agreed that the parties covered herein shall be bound by any written decisions, determinations, agreements or settlements which may be effectuated through the grievance-arbitration procedure.

A grievance must be initiated within twenty (20) days of the effective date of the disputed action or inaction, or the date the grievant had access to the pertinent information, or was made aware of the action or inaction, whichever is later, except that grievances arising from demotion, dismissal or suspension shall be initiated within fifteen (15) days. Failure of the grievant to comply with these or other time limits specified herein shall operate as a waiver of the grievance.

Grievances arising from demotion, dismissal or suspension shall be initiated at Step 3.

Should the Employer not comply with the time limits specified herein, the grievant may immediately refer the grievance to the next higher step. Time limits may be extended by mutual agreement.

All grievances shall be processed on the grievance forms provided by the Employer. A copy of the grievance form is attached to this contract in Appendix "B".

No one participating in a grievance proceeding shall suffer reprisal for doing so. The parties shall reasonably adhere to the principle of "Work Now/Grieve Later" during the processing of the grievance.

The grievant shall have the right to be assisted and accompanied by a JESS or JESS designated representative at all steps of the grievance procedure.

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This procedure shall not be available to probationary employees in any case involving demotion, suspension or dismissal except that employees holding probationary status solely as a result of promotion or lateral transfer may utilize the grievance procedure except in case of demotion.

## **Section 2. Grievance Procedure**

### Step 1

A grievance shall be initiated by the grievant and his/her JESS representative by submitting the grievance on the grievance form to the grievant's first level of supervision outside the JESS unit. The supervisor shall discuss the grievance with the JESS representative, with or without the grievant, and provide a written response within seven (7) days.

### Step 2

If resolution is not reached at Step 1, the grievance may be submitted to the Human Resource Director within fifteen (15) days of the supervisor's response or the date the response was due, whichever is earlier. Within ten (10) days the Human Resource Director shall meet with the JESS designated representative to discuss the grievance and shall provide a written response within ten (10) days of the meeting.

### Step 3

If resolution is not reached at Step 2, the grievance may be submitted to the Superintendent within ten (10) days of the Step 2 response or the date the response was due, whichever is earlier. Within ten (10) days the Superintendent shall meet with the JESS designated representative to discuss the grievance and shall provide a written response within ten (10) days of the meeting.

### Grievance Mediation

If a grievance remains unresolved at Step 3, and the parties mutually agree, grievance mediation may be attempted in an effort to resolve the issue prior to proceeding to arbitration. Within fifteen (15) days of the agreement to proceed to mediation, JESS and the Superintendent shall meet in an effort to select a mediator. If the parties cannot agree upon a mediator, the procedures outlined in Step 4 below shall be used for selecting a mediator.

Comments, opinions, admissions, and settlement offers of the parties or of the mediator shall be confidential and shall not be admissible or in any manner referred to in any future arbitration, hearing, or other matter. If the grievance remains unresolved at the conclusion of the mediation meeting, the mediator will provide an oral statement to each party regarding how he/she would rule in the case based upon the evidence and argument presented. Expenses incident to the services of the mediator shall be borne equally by both parties. Except for the expenses of the mediator, each party shall be responsible for its own costs and fees.

Should the grievance remain unresolved at the conclusion of grievance mediation, and the union wishes to proceed to arbitration, a written demand for arbitration must be submitted within fifteen (15) days of the end of the mediation hearing.

### Step 4

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If resolution is not reached at Step 3, the grievance may be submitted to arbitration in the following manner: Within fifteen (15) days of the receipt of the Superintendent's response at Step 3 or the date the response was due, whichever is earlier, JESS shall deliver to the Superintendent a written demand for arbitration. Within ten (10) days, JESS and the Superintendent shall meet in an effort to select an arbitrator. If an arbitrator has not been agreed upon within five (5) days thereafter; the parties shall jointly contact the U.S. Federal Mediation and Conciliation Service (USFMCS) or the American Arbitration Association (AAA) and request the names of seven (7) qualified arbitrators. The parties shall then proceed alternately to strike names from the list until one name remains and that person shall become the arbitrator.

### **Section 3. Arbitration Procedures**

The arbitration shall commence at a location within the City and Borough of Juneau at a time selected by the arbitrator and agreed upon by the parties.

The arbitrator will hear only matters regarding the application or interpretation of a specific article of this Agreement or a claim that an article or articles have been violated. The arbitrator shall have the power to return a grievant to employee status with or without the restoration of back pay or mitigate the penalty as equity suggests under the facts. The arbitrator shall have no authority to rule contrary to, expand upon, or eliminate any of the terms of this Agreement nor to award damages which are punitive in nature. Within thirty (30) days of the completion of the hearing the arbitrator shall provide the parties with written findings of fact, and conclusions of law, if any, and the complete rationale for any award.

Each party shall bear its own expenses associated with the arbitration. The arbitrator shall assign his/her fees and expenses to the losing party - either to the Employer or JESS - and if there is no losing party, the fees and expenses shall be borne between the parties as the arbitrator shall direct in the award.

The arbitrator's award in accordance with these procedures shall be final and binding upon the parties and may be specifically enforced by either party in accordance with AS 9.43.010 et. seq. which is hereby incorporated by reference.

### **Section 4. Removal of Documents**

Documents implementing penalties which are later reversed in the grievance-arbitration procedure shall be removed from the personnel file. The parties agree that this provision does not preclude the maintenance of such records in the Labor Relations files provided such documents shall not be forwarded to potential employers within or outside the School District.

## **ARTICLE 11**

### **Examination of Records**

#### **Section 1. Access to Personnel Files**

Employees shall have access to their personnel files. An Employee is entitled to one (1) copy of each document in his/her personnel file in any twelve (12) month period. A ten (10) cent per page charge will be made for subsequent copies of any document. Routine entries pertaining to salary information shall be excluded from a per-page charge.

#### **Section 2. New Entries**

Any document which may be used to support a disciplinary action must be initialed by the Employee, in order to indicate receipt of a copy of said document, prior to being placed in the personnel file. Copies of the adverse documents shall be sent concurrently to JESS and APEA/AFT. Refusal to initial an adverse document will not bar its placement in the personnel file. Employees will be informed of all new non-disciplinary entries being made into their personnel files and will be provided with a copy of the entry. The Employee may, within fifteen (15) calendar days of the date of transmittal, submit written comments thereon. Routine entries pertaining to salary information are not covered by this Article.

#### **Section 3. Adverse Documents**

Adverse documents, including written reprimands and warnings, placed in a Unit Member's personnel file may, at the request of the Employee, be removed after one year if no further incident of the same or a similar nature occurs. The District may maintain documentation concerning adverse employee conduct in files separate from the personnel file indefinitely.

## **ARTICLE 12**

### **Reduction in Force**

#### **Section 1. Contemplated Reductions and Seniority**

In the event that a reduction in force becomes necessary, the parties are committed to limiting adverse impact on employees. Respect for both seniority and the qualifications necessary to provide needed services will guide district action.

Primary seniority lists shall be maintained based solely on current classification.

If a layoff is anticipated, secondary seniority lists shall be prepared based upon demonstrated qualification to work in other classifications. Qualifications shall be established by (1) prior assignment in the bargaining unit or (2) documentary evidence provided to the district and contained in the personnel file of the employee. Bargaining Unit Members are responsible for providing to the District any relevant records, demonstrating qualifications. Detailed records review shall be limited to those junior employees who are least senior in a targeted classification.

Seniority is defined as length of continuous service with the District, calculated in terms of service as defined in Article 1, Section 3. Ties in seniority shall be broken by drawing lots, prior to issuance of lay-off notices. Each employee name shall be written on a small piece of paper and placed into a box. The first name drawn shall be the most senior. A union representative shall be invited to observe the selection process.

#### **Section 2: Process**

The District may lay off a classified employee for reasons of program change, lack of funds, or lack of work.

Once the district determines which classifications shall be reduced, the required number of least senior employees shall be identified from those classifications. Their full records will be examined to determine qualification for other assignment.

The District reserves the right to reassign employees, as qualified, to meet its needs. Two types of reassignment are possible. First, to a classification previously held in the bargaining unit, if a less senior employee occupies a position in that classification. Second, to a vacant position in a classification for which the employee is judged qualified. Both types of reassignment will be arranged or completed before issuance of lay-off notices.

When reassignment occurs into a Job Classification not previously held, the employee shall serve a ninety (90) day probation. If, however, the position to which the employee is assigned is substantially similar to that held just prior to layoff, e.g., any Administrative Assistant or Office Assistant position, the probationary period shall be not more than forty-five (45) days. Should the District decide to terminate the new assignment during the probationary period, the affected employee shall be laid off and placed on the recall list, based upon seniority in the position held prior to reassignment.

Not less than ten (10) work days before the issuance of any lay-off notice, the District and JESS shall meet and discuss the contemplated reduction and possible alternatives to the contemplated reduction. The parties agree to make themselves available for such discussion, to avoid unreasonable delay.

### **Section 3: Order of Layoff**

- a. No permanent Bargaining Unit Member or probationary Bargaining Unit Member in a classified position shall be laid off while there are temporary employees serving in the same position classification or other position classification performing work for which the permanent or probationary Bargaining Unit Member is qualified and to which he/she could reasonably be assigned.
- b. No permanent Bargaining Unit Member in a classified position shall be laid off while there are initial hire probationary Bargaining Unit Members serving in the same or other position classifications performing work for which the permanent employee is qualified and to which he/she could reasonably be assigned.
- c. The Employer shall give notice of layoff to the affected Bargaining Unit Member at least thirty (30) days before the effective date of the layoff, stating the reasons for the action.

### **Section 4. Employment Options**

- a. The name of a laid off Bargaining Unit Member shall be placed on the layoff list for the appropriate job classification for two (2) years. When a position becomes available, the position shall be offered to all persons on the layoff list within that job classification individually, beginning with the most senior and working to the least senior. The position shall be considered filled when the most senior available Bargaining Unit Member accepts the position. Refusal of such an offer shall constitute resignation in good standing from the classified service, or, if such refusal is made by a Bargaining Unit Member currently employed in another capacity in the classified service, shall cancel all layoff rights to the class from which laid off.
- b. No loss of earned leave or other earned benefits shall occur and no additional benefits shall accrue during the period the Bargaining Unit Member is on the layoff list and not otherwise employed by the District.

### **Section 5. Termination of Employment**

A Bargaining Unit Member's name shall remain on the layoff list for a period of one (1) year ~~two (2) years~~. If not rehired to a position within this time, the Bargaining Unit Member shall be considered to have terminated without prejudice.

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#### **Section 6. Rehire**

A Bargaining Unit Member who terminates in good standing and is rehired by the District within six (6) months in the same classification shall retain the step placement, sick and annual leave accrual rates, and seniority held at the time of termination.

**ARTICLE 13**  
**Vacancy Notice**

**Section 1. Vacancies**

- a. A vacancy shall be deemed to exist at the time the District formally declares such vacancy.
- b. The Employer agrees to prepare and distribute to the JESS Executive Board a listing of position vacancies and announcements of newly created positions at least ten (10) calendar days before filling the position to allow interested Bargaining Unit Members who qualify to apply for the position.
- c. Bargaining Unit Members who meet the minimum qualifications for the vacancy and who are not under any remedial program shall be given an opportunity to interview for the opening. This provision does not preclude negotiated transfer designed to resolve workplace problems.
- d. If a current Bargaining Unit Member is at least equally ~~or more~~ qualified than non-Unit Member applicants the current Bargaining Unit Member shall be given preference in hiring for vacant positions.
- e. District Seniority shall be one of the criteria used in making the final selection.
- f. If a Bargaining Unit Member applies for a position and is not selected, he or she may request, in writing within five (5) working days, the reasons for non-selection. The Human Resource Director, shall respond to such request, in writing, within five (5) working days.

## **ARTICLE 14**

### **Wages**

#### **Section 1. Wages**

**Proposed delay with negotiating wages until additional information can be obtained.**

**The District proposes agreement on wages (to be determined) for the 2012-2013 school year only with wage and benefits re-opener for FY 14 and 15.**

~~The 2006-2009 JESS Salary Schedule shall be the basis for bargaining unit pay for the 2009-2010 school years and shall be increased by \$.75 per hour and appended hereto as Appendix C-1. The Salary Schedule shall be increased by \$.85 per hour for the 2010-2011 school years, commencing July 1, 2010 (Appendix C-2). The Salary Schedule shall be increased by \$.95 per hour for the 2011-2012 school year, commencing July 1, 2011 (Appendix C-3).~~

Separate Salary Schedules for School Nurses are appended hereto as Appendix C-1RN, Appendix C-2RN, and Appendix C-3RN.

Up to five years of verified experience as a Registered Nurse shall be credited for initial salary placement for nurses hired after July 1, 2009.

#### **Section 2. Step Increases**

Salary steps shall be paid on anniversary dates of eligible employees so long as the employee is not subject to a formal Work Performance Remediation Plan or pending performance-based disciplinary action.

Except as provided above, unit Members shall receive a wage step increase upon completion of each twelve (12) months of service up to a maximum of Step 12 within their range on the wage schedule.

#### **Section 3. Longevity Increases**

Longevity steps 12, 13, 14, 15, 16, 17, and 18 shall be equivalent in percentage to an additional step increase on the regular wage schedule. Unit Members shall remain at each longevity step for two (2) years.

#### **Section 4. Promotions**

Upon promotion, a Bargaining Unit Member's salary in the new range will provide an increase at least equal to two steps beyond current placement in the range from which the member came.

The anniversary date for step increases for Bargaining Unit Members who have been promoted shall be the date of their promotion

#### **Section 5. Demotions**

- a. Bargaining Unit Members who receive a demotion or accept a lower range job shall be paid at the step in the range of the lower job classification which best reflects creditable District service.
- b. A Bargaining Unit Member whose position is assigned to a lower salary range or whose position is reallocated to a job classification which carries a lower salary range and who continues in the position shall be treated as follows:
  - 1. If his/her current salary is the same as any step in the new range, he/she shall enter the new range at that step.
  - 2. If his/her salary falls within the lower range but between steps, his/her salary shall remain frozen until his/her next anniversary date at which time he/she shall be placed at the next higher step.
  - 3. If his/her current salary exceeds the maximum of the new range, his/her salary shall remain frozen for a period of two (2) years or until his/her salary is the same as any step or falls between steps which appear on the salary schedule, whichever is earlier.

#### **Section 6. Shift Differential**

- a. All Bargaining Unit Members who work "swing" shift beginning between 3:00 p.m. and 9:59 p.m. will be paid one (1) step above the rate normally received.
- b. All Bargaining Unit Members who work a "graveyard" shift beginning between 10:00 p.m. and 5:59 a.m. shall be paid \$0.17 per hour in addition to the above shift differential.
- c. A Bargaining Unit Member assigned to lead a "graveyard" shift shall be paid an additional \$0.33 per hour in addition to "a" and "b."
- d. A Bargaining Unit Member who works a shift that requires a break in excess of an hour midway through the shift assignment and is required to return to work during either swing or graveyard shift, shall receive the applicable shift differential rate for the hours following the break.
- e. A Bargaining Unit Member who does not work in excess of 37.5 hours in a work week, and who is called to work outside her/his normally scheduled shift, shall be paid a shift differential consistent with (a), (b), and (c) of this section.

**\*Proposal contingent upon agreement concerning wages, benefits, reduced leave accruals and leaves without pay during breaks.**

## **ARTICLE 15 Working Conditions**

### **Section 1. Workweek**

The workweek shall be thirty-seven and one-half (37.5) hours in pay status, normally five (5) consecutive days with two (2) consecutive days off and normally seven and one-half (7.5) hours each day; all time worked in excess of twelve (12) hours per day or thirty-seven and one-half (37.5) hours per week shall be compensated for by the appropriate unit of compensation. Time off for paid approved leave, compensatory time, jury duty, holidays, and in-service training shall be considered as part of the workweek.

For the purpose of this Article, "normally" is defined as conforming to the usual or typical pattern now practiced. It is recognized that deviations from the normal may occur occasionally.

A week is defined as the period from Sunday midnight to Sunday midnight.

### **Section 2. Work Schedule**

Nine (9) and ten (10) month Bargaining Unit Members shall be notified in writing, no later than May 1 of the current work year, of summer dates and the start date of the following school year.

Bargaining Unit Members will not be expected to perform work for the District without being compensated. Any hours worked will be compensated at the appropriate rate of pay in accordance with the provisions of Articles 1, 14, and Section 1 above.

### **Section 3. Lunch Break**

An uninterrupted lunch break of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. An additional lunch period of thirty (30) minutes shall be allowed when a Bargaining Unit Member works more than two (2) hours past his/her regularly scheduled shift. Such additional lunch period shall be considered as time worked, and shall be paid at the Bargaining Unit Member's overtime unit of compensation. A lunch break may be waived by Members whose assigned work shift is less than 5.5 hours per day, with the approval of the supervisor.

It is recognized that all Bargaining Unit Members are entitled to and shall receive a daily lunch break. Bargaining Unit Members shall not be subject to discipline for taking a contractually guaranteed lunch break.

### **Section 4. Relief Periods (Fifteen [15] Minute Breaks)**

Bargaining Unit Members shall be allowed one (1) relief period approximately midway during the first (1st) half of the shift and one (1) relief period approximately midway during the second (2nd) half of the shift. When working other than the regular shift, relief periods shall be allowed consistent with the above schedule. The Employer and JESS shall jointly establish reasonable rules governing the taking of these relief periods.

### **Section 5. Payday**

The Employer shall establish a regular payday biweekly on which Bargaining Unit Members shall be paid. If a regular payday falls on a holiday, Saturday, or Sunday, the last working day before such holiday, Saturday, or Sunday shall be considered payday. If a regular payday falls on a banking holiday, JESS may request the Superintendent to direct that the last working day before such banking holiday be considered payday.

**Upon receipt of written request, the District will electronically submit net pay as directed by employee to one or more financial institutions on the next available pay date. Pay for nine(9) and ten(10) month employees will not be spread over twelve (12) months.**

~~Upon application by a Bargaining Unit Member the Employer will, on the pay date, deliver his/her paycheck to a local banking establishment of the Bargaining Unit Member's choice for the purpose of deposit. Classified nine (9) and ten (10) month employees shall have the option of having money put into a credit union savings account in an amount to allow them to receive the equivalent of twenty-six (26) pay periods.~~

The Employer shall itemize all deductions except deferred compensation on paychecks so Bargaining Unit Members can clearly determine the purpose for which amounts have been withheld. The form shall reflect the number of straight-time hours, overtime hours, and Association dues or fees deducted.

#### **Section 6. Alternative Schedule**

- a. During the period when school is closed for summer, the Employer and JESS may mutually agree to a four (4) day-a-week work schedule for those employees on the job. Such approval shall be sought through the Human Resource Office. The workweek shall be thirty-seven and one-half (37.5) hours on four (4) consecutive days, within the normal Monday through Friday workweek. Should a holiday fall within this time period, the Bargaining Unit Member's number of hours to be worked shall be reduced by seven and one-half (7.5) hours during the week.

Overtime for this special schedule shall begin after the Bargaining Unit Member has been in a pay status for thirty-seven and one-half (37.5) hours. Overtime shall be paid at the appropriate unit of compensation (See Article 1, Section 2).

- b. Proposals developed through site based decision-making that would necessitate an amendment of the work schedule standards provided in Section 1 through 3 of Article 15, shall be implemented only upon the approval of the Principal, the Association and two-thirds of the affected JESS represented staff assigned to that school.

#### **Section 7. Working in a Higher Classification**

The Employer agrees that when a Bargaining Unit Member is required to work in a classification rated higher than his or her own for more than ten (10) consecutive working days, that Bargaining Unit Member shall then be paid at the higher rated classification, retroactive to the first day of such work. Under no circumstances will the increase in pay be less than 6%. Such assignments must be made in writing by the immediate supervisor and must be approved by the Director of Administrative Services prior to the Bargaining Unit Member's assumption of duties. JESS shall receive a copy of the written assignment.

#### **Section 8. Shift Assignment**

Bargaining Unit Members shall be scheduled to work on regular shifts having regular starting and ending times. A Bargaining Unit Member's work schedule shall not be changed without notice to the employee at least five (5) working days prior to the date the change is to be effective, except in emergency circumstances. It is agreed by the parties that Roving Custodial positions are not subject to the provisions of this Section.

#### **~~Section 9. Job Share Agreements~~**

~~It is recognized by the parties that there may be a benefit to allowing Bargaining Unit Members to enter into a Job Share Agreement. Such agreement must be approved by the Building Administrator and the Human Resource Director. Bargaining Unit Members participating in a job share arrangement must sign the Letter of Agreement in Appendix "A" that covers the specific conditions of such an arrangement.~~

#### **Section 10. Health, Safety and Training**

##### **a. Training**

1. In-service: upon request of the Bargaining Unit Member and with administrative approval, Bargaining Unit Members shall be provided the opportunity on in-service days to attend Building and/or District training sessions. Attendance at in-service sessions shall be spread as equitably as practical among Bargaining Unit Members at the same worksite.

The sessions provided by the District shall include training relevant to the Bargaining Unit Members and may include, but not be limited to, MANDT training, CPR, First Aid, Crossing Guard duties, and Internet Usage.

Job orientation will be provided by supervisors, as needed, for employees new to the district or for transfer employees. The job orientation for Special Education Paraprofessionals shall include pertinent student information helpful and necessary for effective performance of assigned duties.

2. Safety Training: The District shall provide mandatory safety training on a regular basis for all custodial and maintenance staff. Upon request from a Bargaining Unit Member, the District shall make a reasonable effort to make written safety and hazardous materials information in the Bargaining Unit Member's primary language.

##### **b. Health**

Hepatitis "B" Vaccination: All employees who have been exposed to blood or other potentially infectious materials will be offered the Hepatitis B vaccine. Exposure must be reported to a District Nurse immediately.

If an employee's job classification is identified in the District's Blood Borne Pathogen Exposure Control Plan, the vaccine will be offered within ten (10) working days of the employee's initial hire.

An employee who wishes to decline the vaccine must sign a waiver.

c. Safety

The Employer recognizes its obligation to provide a safe work environment and agrees to abide by all pertinent statutes and regulations. The parties recognize that each Bargaining Unit Member has an obligation to perform his/her duties in conformity with District safety procedures and regulations. The District shall provide safety awareness information for all Bargaining Unit Members.

d. Tuition Reimbursement Program

A tuition reimbursement program shall be funded at a cost not to exceed ten thousand dollars (\$10,000.00) for each contract year. Reimbursement will be considered providing there is a direct relationship to the duties performed in the Bargaining Unit Member's current position. Reimbursement shall be limited to \$1000, per member, per year.

A Bargaining Unit Member may apply for training funds by filling out an application and submitting it to the JESS Executive Board. The JESS Board shall review the application and recommend or not recommend that the application be approved. The application, with the JESS Board's recommendation, shall be forwarded to the Superintendent or his/her designee, for final approval.

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JESS  
NO CHANGE

## **ARTICLE 16**

### **Classification**

#### **Section 1. Classification System**

It is the obligation of the Employer to maintain the classification system and the pay plan, based upon the principle of like pay for like work. All positions subject to this Agreement shall be classified on the basis of job duties and responsibilities in accordance with standard classification procedures.

#### **Section 2. Requests for Reclassification**

The following procedures shall be the sole means of settling disputes concerning the maintenance of the classification system, including, but not limited to, disputes regarding the classification of individual positions and the salary ranges assigned to specific job classifications.

- a. In the event there has been a material change in job duties assigned or in duties included in the published job description for a given position, a request for individual position evaluations and reclassifications shall be submitted to the Human Resources Director by the immediate supervisor of the person making the request. Either JESS or the District may initiate such a review.
- b. Requests for a group job class evaluation and reclassification shall be submitted to the Human Resources Director by JESS, subject to the same requirements listed above.
- c. The Human Resources Director will audit the duties and responsibilities of the job class and their relationship to the job description of the position in which the employee(s) is/are operating.
- d. The Human Resources Director will render a decision within thirty (30) days of receipt of the request for position evaluation or job class evaluation. In the event a decision is rendered after thirty (30) days, which approves the reclassification request, the reclassification shall be made effective thirty (30) days after the request was submitted.
- e. JESS may submit to the District a notification of appeal within fifteen (15) days of receipt of the Human Resources Director's decision.
- f. JESS and the District will agree to a neutral third-party to hear the appeal and to recommend action for resolution to the dispute. Costs incurred by the neutral third-party shall be shared equally between the District and JESS.
- g. The recommendation will be submitted to the Superintendent for a binding decision. If a change in classification is warranted, upgrading will occur at the time of the decision and not be retroactive, except as noted in "d", above.

#### **Section 3. Notice of Change in Classification**

JESS shall be notified prior to a change in the salary assignment or classification of any position in the Bargaining Unit.

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JESS  
NO CHANGE

**ARTICLE 17**  
**Job Descriptions**

Upon employment, the District will provide each employee with a job description which will describe the duties of the position in which employed.

The job description shall be used by the supervisor in the evaluation of a Bargaining Unit Member's performance during the evaluation period. At that time, the job description will be reviewed by both the supervisor and the employee for accuracy and appropriateness. If the description needs to be updated, the District will do so, and a copy of any amended description shall be given to the Bargaining Unit Member at the time such amendments are final.

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## **ARTICLE 18**

### **Holidays**

#### **Section 1. Holidays**

The following days shall be recognized as holidays, and they shall be paid for at the straight time rates if not worked, provided that the employee was in pay status, per the assigned work schedule, on the day before and the day following the holiday:

- New Year Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Fourth of July
- Labor Day
- Alaska Day Observance
- Thanksgiving Day
- The Day immediately following Thanksgiving
- Christmas Day
- The Day immediately following Christmas
- Any other day designated a legal holiday by the President or the Governor of Alaska.

#### **Section 2. Alaska Day**

If school is in session on Alaska Day, the Employer may direct that Unit Members take an unscheduled holiday in lieu of Alaska Day in order that regular school functions may continue on that day. The date of the unscheduled holiday shall be determined by the Unit Member and his/her supervisor. **If school is not in session, Alaska Day will be treated as a holiday similar to Sections 1 and 4 of the Article.**

#### **Section 3. Observance of Holidays**

If any of the recognized holidays fall on Sunday, the following Monday shall be considered the legal holiday. If any of these holidays fall on Saturday, the Friday immediately preceding the holiday shall be considered the legal holiday.

#### **Section 4. Holidays Worked**

Unit Members required to work on a holiday shall be compensated by allowing the unit of compensation in addition to the holiday allowance set forth above.

#### **Section 5. Veterans Day**

JESS members who are required to work on Veterans Day shall be credited with an extra day of annual leave.

**ARTICLE 19**  
**Annual Leave**

**Section 1. Maximum Leave Accrual**

Unit members shall be allowed to accrue up to thirty (30) ~~sixty (60)~~ days of annual leave. Unused leave in excess of the maximum shall be canceled at the end of the calendar year except in instances where management shall certify that the Unit Member could not be released from his/her duties to take accrued leave in excess of the maximum. In such cases the excess shall be carried over to the succeeding calendar year.

**Section 2. Annual Leave Schedule**

A. Leave Accrual: Annual leave for Association members working as full-time Unit Members shall accrue under the following schedule.

Unit Members with less than two (2)  
years of service:

	Month	Year
1.25 days for 9 month employees	1.25	11.25
1.25 days for 10 month employees	1.25	12.50
1.25 days for 12 month employees	1.25	15.00

Unit Members with two (2) but less than  
five (5) years of service:

1.75 days for 9 month employees	1.75	15.75
1.75 days for 10 month employees	1.75	17.50
1.75 days for 12 month employees	1.75	21.00

Unit Members with five (5) but less than  
ten (10) years of service:

2.00 days for 9 month employees	2.00	18.00
2.00 days for 10 month employees	2.00	20.00
2.00 days for 12 month employees	2.00	24.00

Unit Members with ten (10) years or  
more of service:

2.50 days for 9 month employees	2.50	22.50
2.50 days for 10 month employees	2.50	25.00
2.50 days for 12 month employees	2.50	30.00

**No current Unit Member will accrue annual leave at a lesser rate than their rate as of June 30, 2012.**

**Unit Members with two (2) but less than  
five (5) years of service hired after June 30, 2010:**

<u>1.50 days for 9 month employees</u>	<u>1.50</u>	<u>13.50</u>
<u>1.50 days for 10 month employees</u>	<u>1.50</u>	<u>15.00</u>
<u>1.50 days for 12 month employees</u>	<u>1.50</u>	<u>18.00</u>

**Unit Members with five (5) but less than  
ten (10) years of service hired after June 30, 2007:**

<b><u>1.75 days for 9 month employees</u></b>	<b><u>1.75</u></b>	<b><u>13.50</u></b>
<b><u>1.75 days for 10 month employees</u></b>	<b><u>1.75</u></b>	<b><u>15.00</u></b>
<b><u>1.75 days for 12 month employees</u></b>	<b><u>1.75</u></b>	<b><u>18.00</u></b>

**Unit Members with ten (10) years or  
more of service hired after June 30, 2002:**

<b><u>2.00 days for 9 month employees</u></b>	<b><u>2.00</u></b>	<b><u>18.00</u></b>
<b><u>2.00 days for 10 month employees</u></b>	<b><u>2.00</u></b>	<b><u>20.00</u></b>
<b><u>2.00 days for 12 month employees</u></b>	<b><u>2.00</u></b>	<b><u>24.00</u></b>

Permanent part-time Bargaining Unit Members, as defined, shall accrue annual leave on a pro rata basis according to the number of hours worked.

**B. Use of Leave During Seasonal Breaks:**

Unit Members working either a nine (9) month or a ten (10) month schedule shall be required to use annual leave on a day for day basis for seasonal breaks during the school year that are not compensated for as holiday pay up to ten (10) days of annual leave. If a Bargaining Unit Member must use over ten (10) days of annual leave to cover seasonal breaks during any given school year, the Bargaining Unit Member shall have the option of **taking leave without pay**, of ~~working instead of taking leave. If the Bargaining Unit Member chooses to work, the District may assign the Member whatever work needs to be done, regardless of the Member's classification and the provisions of Articles 15.7 and 15.8 shall not apply. The Bargaining Unit Member shall be paid for all work under this clause at his or her regular rate of pay. A Bargaining Unit Member may be requested to work during seasonal breaks by the Employer.~~

**C. Leave Advances for Seasonal Breaks:**

Bargaining Unit Members who have less than five (5) years of service and who have not used annual leave from the beginning of school year until the Winter break will be entitled to an advance of leave time to cover seasonal breaks provided they do not have sufficient leave accrued and provided they notify the Business Office in writing fifteen (15) days prior to the break.

**Section 3. Probationary Accrual**

Unit Members in probationary status shall not accrue annual leave time until they have completed their probationary period. Upon successful completion of the probationary period the Unit Member shall be credited with accrual of annual leave retroactive to their date of hire.

**Section 4. Mandatory Leave**

At least ten (10) days of annual leave, up to the amount accrued, must be taken each calendar year starting with the first full calendar year of employment. Vacation time shall be mutually agreed upon by the School District and the Bargaining Unit Member and shall be scheduled at such time as will least interfere with the functions of the Employer, but which accommodates the desires of the Employee to the greatest degree feasible; this includes winter vacation if desired. If agreement cannot be reached, the decision rests with the Employer.

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#### **Section 5. Holidays While on Leave**

If a holiday occurs while a Unit Member is on annual leave, that day will be compensated as Holiday Pay, not as annual leave.

#### **Section 6. Annual Leave Cash-Out**

Each Bargaining Unit Member shall, upon request to the Employer, receive payment for accrued but unused annual leave up to a maximum of ~~ten (10) fifteen~~ (15) days in any fiscal year. The Bargaining Unit Member's leave balance shall be reduced by the number of days for which payment is made.

Up to five (5) days cashed out may be applied to the mandatory leave usage requirement of Section 4 of this Article at the Bargaining Unit Member's option.

#### **Section 7. Salmon Derby**

JESS members will not be denied the use of annual leave for the Friday of Salmon Derby, except in emergencies.

**\*Proposal contingent upon agreement concerning wages, benefits, reduced leave accruals and leaves without pay during breaks.**

**ARTICLE 20**  
**Sick Leave**

**Section 1. Sick Leave Accrual**

Sick leave for all Bargaining Unit Members shall accrue as follows:

- a. Permanent full-time Bargaining Unit Members shall accrue sick leave at the rate of one and one-quarter (1.25) days for each full month worked.
- b. Permanent part-time Bargaining Unit Members, as defined, shall accrue sick leave on a pro rata basis according to the number of hours worked.
- c. Sick leave accrued but not used shall accumulate until termination of employment at which time it shall be automatically canceled without pay.
- d. Upon the death of a Bargaining Unit Member, any unused sick leave balance shall be paid in cash to his/her beneficiaries at his/her current rate of pay.
- e. Bargaining Unit Members who have accrued a minimum of sixty (60) sick leave days may elect to be compensated for accrued sick leave on the following basis:
  1. Such Bargaining Unit Members may, upon written request submitted to the District payroll office between November 1, and November 15, elect to be compensated at the following rate. **Verification of the eligible leave balance shall be as of June 30 of the previous fiscal year.**
    - a). Six hundred dollars (\$600) if the Bargaining Unit Member used no Sick Leave during the previous fiscal year;
    - b). (Four hundred dollars (\$400) if the Bargaining Unit Member used seven and one-half (7.5) hours or less of Sick Leave during the previous fiscal year;
    - c). Two hundred dollars (\$200). if the Bargaining Unit Member used more than seven and one-half (7.5) hours, but less than or equal to fifteen (15) hours of Sick Leave during the previous fiscal year.
  2. In the event that the Bargaining Unit Member elects to be compensated for unused sick leave, seven and one-half (7.5) hours of sick leave will be deducted from that Bargaining Unit Member's sick leave balance for each two hundred dollars (\$200) received.
  3. Sick Leave donated to other District employees under the provisions of Section 6, of Article 20, or placed in the JESS Sick Leave Bank under the provisions of Article 20, Section 5, shall not be considered sick leave used.

**Section 2. Probationary Sick Leave Credit**

A probationary Bargaining Unit Member shall not accrue sick leave until after thirty (30) calendar days of full-time or half-time service following his/her date of appointment. Upon completion of thirty (30) days, the Bargaining Unit Member shall be credited with accrual of sick leave retroactive to the date of appointment.

### **Section 3. Sick Leave Use**

- a. Sick leave shall be granted for medical or dental appointments for the Bargaining Unit Member or for illness of the Bargaining Unit Member or illness within the Bargaining Unit Member's immediate family (i.e. spouse/partner, children, mother and father) which requires the attendance of the Bargaining Unit Member or where his/her presence on the job could jeopardize the health of fellow employees. A mother-in-law or father-in-law, when residing with the Bargaining Unit Member, shall be included under these provisions, OR, under other extenuating circumstances, the Employer may grant sick leave under this paragraph.
- b. Upon the death of the spouse/partner or other members of the immediate family of a Bargaining Unit Member or his/her spouse/partner, the Bargaining Unit Member may avail himself/herself of not more than five (5) days of accrued sick leave. For the purposes of this sub section, immediate family shall include child, mother, father, grandparents, brother, sister or any person who stood in *loco parentis* for the Bargaining Unit Member or his/her spouse/partner. If travel outside the State is required, not more than ten (10) days of accrued sick leave may be taken OR, under other extenuating circumstances, the Employer may grant Sick Leave under this paragraph. The Bargaining Unit Member may be asked to provide proof of the death of the family member (e.g. a copy of the death certificate, an obituary notice from a local newspaper, or a statement from the funeral home director).
- c. The Employer may require a doctor's certificate confirming the reason for absence. The requirement for a doctor's certificate must be made prior to the Bargaining Unit Member's return to work, and the timing of such request shall not be such as to preclude a reasonable potential to obtain such a certificate. Failure of an absent Bargaining Unit Member to promptly submit, upon request, a doctor's certificate showing the disability, shall be just cause for a three (3) day suspension.
- d. Abuse of sick leave shall be cause for termination.

### **Section 4. Holidays While on Sick Leave**

If a holiday occurs when a person is on approved sick leave that day will be compensated as holiday pay not as sick leave.

### **Section 5. Sick Leave Bank**

- a. A Sick Leave Bank will be established to enable a Bargaining Unit Member to receive up to, but not more than, twice the number of sick leave days he/she has credited to him/her at the first (1st) day of a continuing illness or accident and in any event not more than twenty (20) days for any calendar year for any individual Bargaining Unit Member. Days cannot be received from the Sick Leave Bank until the Bargaining Unit Member's sick and annual leave benefits have been exhausted.
- b. The Bargaining Unit Member or his/her representative shall submit a request to the President of JESS with a copy to the Superintendent of Schools or his/her designee for additional sick leave as soon as the need for additional leave is recognized.

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- c. The President of the Juneau Education Support Staff shall, within five (5) days of the request, determine the validity of the request.
- d. In order for a Bargaining Unit Member to participate in and be eligible to draw from the Sick Leave Bank the employee must have contributed one (1) day to the Bank during either the first thirty (30) days after he/she became eligible or during the open enrollment period which shall be the month of October.
- e. The Bargaining Unit Member, by refusing an assessment for the Bank or by written notification to the Juneau Education Support Staff, will cease participation in the Bank and thereafter be ineligible to draw from the Sick Leave Bank.
- f. It shall be the responsibility of the Juneau Education Support Staff to administer the Sick Leave Bank. The total number of days donated and the names of the donors shall be reported to the District Business Office by the Juneau Education Support Staff within ten (10) days of the acceptance of the donation.
- g. Except for new members, no assessment shall be made unless the number of days in the Sick Leave Bank falls below fifty (50) days.
- h. A new member shall not be subject to an assessment during the six (6) calendar months following his/her initial contribution.
- i. An assessment charged to a school year employee during the summer will be canceled if he/she does not return to work in the Fall.
- j. In the event that a participant in the Sick Leave Bank does not have enough accrued sick leave to allow for an assessment, the assessment will be deferred until sufficient sick leave has accrued. The employee will not be eligible to draw from the Sick Leave Bank until the assessment has been made.

#### **Section 6. Transfer of Leave**

Bargaining Unit Members shall be allowed to transfer annual and sick leave to and receive donations of annual or sick leave from employees in this unit, ~~those represented by a different union, or non-covered employees~~ subject to the following conditions:

- a. Bargaining Unit Members will each be permitted to transfer a maximum of five (5) days per calendar year of Annual or Sick Leave per recipient to another JESS employee School District Employee if the recipient of the leave has exhausted all of his/her leave benefits, including any allowable amount from a contractual Sick Leave Bank.
- b. Each employee wishing to donate Annual or Sick Leave will fill out, date and sign a leave slip showing the amount of Annual or Sick Leave the employee wishes to donate in increments of not less than four (4) hours and deliver said leave slip to JESS.
- c. Each leave slip will have written or typed along the bottom, "Annual or Sick Leave donated to (employee name, social security number)".
- d. The Employer will not be responsible for the collection, or any statements made in relation to the collection, of said donations.

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- e. JESS will deliver all leave slips for the donee to the Human Resource Director at one time. The total amount of donated leave shall not exceed forty (40) working days or such higher amount as is mutually agreed upon by the parties.
- f. A leave account will be set up in that Bargaining Unit Member's name to be used during the duration of the absence. The District will, for purposes of computation, convert the donated leave hours to dollars at the hourly rate of the donor. The dollars will then be converted to hours of leave at the hourly rate of the recipient, and the resulting number of hours will be added to the recipient's donated leave account.
- g. At the time the Bargaining Unit Member returns to work or terminates employment with the District, any unused leave in this account will be converted back to days at the donee's hourly rate of pay and added to the Sick Leave Bank.

**\*Proposal contingent upon agreement concerning wages, benefits, reduced leave accruals and leaves without pay during breaks.**

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## **ARTICLE 21 Civic Duty Leave**

### **Section 1. Jury Duty**

Jury duty shall be treated as administrative leave from District duty, without loss of longevity, leave, or pay. Service in court when subpoenaed as a witness will be treated the same as jury duty.

Fees paid by court (other than travel and subsistence allowance) will be turned in for deposit to the District general fund, except that fees paid for court duty that occurs on a Bargaining Unit Member's normal non-work days may be retained by the Bargaining Unit Member.

### **Section 2. Emergency Duty Leave**

Administrative leave from District duty without loss of longevity, leave, or pay may be granted for purposes of participation in official fire fighting and search and rescue activities. Leave may be taken under this section only with the prior approval of the Bargaining Unit Member's first level of supervision outside of the Bargaining Unit. Such approval may be made on a standing basis for members of volunteer fire fighting organizations.

**ARTICLE 22**  
**Family and Medical Leave**

Bargaining Unit Members shall be entitled to coverage under the federal Family Medical Leave Act (29 USC Sec. 2601) and/or the Alaska Family Medical Leave Act (AS 39.20.500), whichever affords the greater benefit to the Bargaining Unit Member.

- a. **Serious Health Condition:** A Bargaining Unit Member shall qualify for family medical leave when a serious health condition necessitates his or her absence from work, or when a family member's serious health condition requires the presence of the Bargaining Unit Member. A Bargaining Unit Member may take up to twelve (12) weeks in a twelve (12) month period, or eighteen (18) weeks in a twenty-four (24) month period. Serious health conditions include, but are not limited to:
  1. Inpatient hospital care;
  2. An injury, illness, or other condition lasting more than three consecutive days that involves continuing treatment by a health care provider;
  3. Pregnancy;
  4. A chronic serious health condition;
  5. A long-term or permanently disabling health condition;
  6. A condition requiring multiple treatments to prevent a period of incapacity of more than three consecutive days.
- b. **Maternity/Paternity Leave:** A Bargaining Unit Member shall qualify for up to 18 consecutive weeks of family medical leave for the birth, adoption, or placement of a foster child, provided such leave is taken within twelve (12) calendar months of the birth or placement of the child. Employees hired solely to fill in for Bargaining Unit Members on maternity/paternity leave shall be regarded as short-term substitute employees regardless of the length of service in this capacity.
- c. **Administration of Leave:**
  1. For nine (9) and ten (10) month Bargaining Unit Members, the weeks falling over summer vacation shall not count towards the family medical leave entitlement.
  2. During periods of Family Medical Leave, Bargaining Unit Members shall use accrued sick, annual, and/or donated leave, in that order, prior to entering leave without pay status.
  3. If a Bargaining Unit Member applies for family medical leave for his or her own serious health condition, the District may request certification from a physician at any point during the family medical leave period, stating that the Bargaining Unit Member is unfit for duty.
  4. Prior to allowing the Bargaining Unit Member to return to duty, the District may request that the Bargaining Unit Member supply a physician's certificate stating that the Bargaining Unit Member is fit for duty.
- d. **Health Insurance:**
  1. The District shall continue to pay a Bargaining Unit Member's health insurance premiums in accordance with Article 26, Section 1, during periods of Family Medical

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Leave, provided that the Bargaining Unit Member continues in pay status during his or her absence.

2. If a Bargaining Unit Member does not have enough accrued leave to remain in pay status for the entire family medical leave period, the following rules will apply:
  - A. The District will cover the Bargaining Unit Member's health insurance premiums for the first twelve (12) weeks of family medical leave in a twelve (12) month period at the same level of coverage provided for in Article 26, Section 1.
  - B. If a Bargaining Unit Member remains on family leave past the initial twelve (12) weeks, but such leave is still within the initial twelve (12) month period, it shall be the Bargaining Unit Member's obligation to cover the full health insurance premium. The Bargaining Unit Member shall become eligible to pay the premium in accordance with the rules outlined in Article 26, Section 1.
  - C. If a Bargaining Unit Member is eligible for District paid health benefits on the last day of school, the District shall continue to provide health insurance benefits during summer leave without pay. If the Bargaining Unit Member is responsible for paying his or her own health insurance premiums on the last day of school, the Bargaining Unit Member shall continue to pay for his or her health insurance premiums over the course of the summer leave without pay.

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## **ARTICLE 23**

### **Other Leave**

#### **Section 1. Military Leave**

Temporary military leave for the purpose specified in AS 39.20.340, not to exceed sixteen and one-half (16.5) working days in any calendar year, shall be granted by the superintendent to regular full-time Bargaining Unit Members during the school year upon written request of the military authority stating reasons why the service cannot be fulfilled during non-school hours. A copy of the request shall be filed with the personnel department. When such leave is approved, the Bargaining Unit Member shall receive his/her regular District salary less any compensation received from the military for the leave period. Bargaining Unit Members shall document any compensation received for the leave period.

#### **Section 2. Emergency Leave**

Emergency leave shall be granted by the Superintendent, or his/her designee, when an emergency situation occurs. The District shall provide emergency leave at full pay when unavoidable absence is due to (but not limited to) weather, serious accident, transportation delay, acute unanticipated home maintenance problems, or threat to property. An emergency is defined as suddenly precipitated or of such a nature that pre-planning or rescheduling is not possible.

#### **Section 3. Emergency School Closures**

Procedures for Emergency School Closures, including Snow Days, shall be in accordance with the Juneau School District Staff Handbook, or policy memorandum that may supercede that handbook, provided however that such memorandum is distributed in advance directly to Bargaining Unit Members.

#### **Section 4. Professional Leave**

Upon request, an employee may be granted professional leave for the purpose of attending conferences, seminars, or sessions related to improvement of the performance of their duties. Professional leave requires advance approval by the employee's immediate supervisor and the superintendent or designee. The District will not be liable for any overtime pay during the period of professional leave.

## **ARTICLE 24**

### **Leave Without Pay**

#### **Section 1. Sick Leave Without Pay**

Upon application by a permanent Bargaining Unit Member, a leave of absence without pay may be granted by the Superintendent for disability because of sickness or injury. Such leave shall be limited to one (1) month for each full month of service to a maximum of twenty-four (24) months. The Superintendent, from time to time, may require that the Bargaining Unit Member submit a certificate from the attending physician or from a designated physician. In the event of a failure or refusal to supply such a certificate, or if the certificate does not show sufficient disability to preclude the Bargaining Unit Member from the performance of his/her duties, the immediate supervisor with the approval of the Superintendent may cancel such sick leave and require the Bargaining Unit Member to report for duty on a specified date.

#### **Section 2. Other Leaves of Absence Without Pay**

- a. Bargaining Unit Members may be granted leave without pay not to exceed a total of ten (10) working days in any calendar year for any compelling reason, at the discretion of the Employer.
- b. A permanent Bargaining Unit Member may apply for a leave of absence from duty without pay for a period in excess of the ten (10) working days provided for in "a" above. Such applications may be approved by the Bargaining Unit Member's immediate supervisor and the Superintendent if they determine that such leave will not result in undue prejudice to the interests of the District beyond any benefits to be realized. If such approval is granted, the Bargaining Unit Member shall be considered to have exhausted the ten (10) day period specified in "a" above during that calendar year.

#### **Section 3. Cancellation of Leaves of Absence**

The Superintendent, upon notice to the Bargaining Unit Member and the immediate supervisor, may cancel an approved leave of absence at any time he/she finds that the Bargaining Unit Member is using the leave for purposes other than those specified at the time of approval.

#### **Section 4. Effect on Anniversary Date**

Any leave of absence without pay totaling twenty-three (23) accumulated working days in any calendar year shall have the effect of moving the anniversary date (as used in Article 1, Section 3 to compute year of service) forward one (1) month. Exceptions to this rule are: Family Medical Leave, leave approved for training purposes by the immediate supervisor and the Superintendent, and seasonal breaks for employees scheduled to work less than twelve (12) full months.

#### **Section 5. Leaves of Absences and Employee Benefits**

A Bargaining Unit Member shall not accrue sick or annual leave or be entitled to any other Bargaining Unit Member benefits during absence from duty without pay. A Bargaining Unit Member on leave of absence may continue group insurance at his/her own expense.

#### **Section 6. Leave Without Pay during Seasonal Breaks**

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Bargaining Unit Members who do not have enough annual leave to cover Winter or Spring Break will be placed on Leave Without Pay status. Nothing in this Section shall supersede the provisions of Article 19, Section 1.

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## **ARTICLE 25**

### **Physical Examination**

#### **Section 1. Initial Examination**

The District will cover a maximum of four hundred (\$400.00) ~~two hundred fifty (\$250.00)~~ dollars toward the cost of any required physical, either by the State or the District. A Bargaining Unit Member will not be required to use sick or annual leave to comply with the provisions of this Article.

#### **Section 2. Re-examination**

Re-examination shall be required a minimum of every three (3) years thereafter and subject to conditions in Section 1.

#### **Section 3. Supplemental Examinations**

Additional physical examinations, other than those outlined in Sections 1 and 2 of this Article, may be required at the discretion and expense of the Board.

**\*Proposal contingent upon agreement concerning wages, benefits, reduced leave accruals and leaves without pay during breaks.**

## ARTICLE 26 Health and Life Insurance

Insurance provided in whole or in part by the Employer shall be continued for the life of this Agreement. This includes, but is not limited to the following:

### Section 1. Health Insurance

~~The District shall pay to the APEA/AFT Health and Welfare Trust (Trust) one thousand and five dollars (\$1005) per eligible employee, per month to enable the Trust to provide health insurance for Bargaining Unit Members. District administrators and employees in the Exempt Group, will have access to coverage under the Trust and may leave the plan, with appropriate notice.~~

The District's contribution toward health insurance coverage expenses shall be increased to **one thousand four hundred dollars (\$1400.00) per month per eligible employee, effective July 1, 2012.** ~~\$1130 per month, per eligible employee, effective July 1, 2010 and to \$1255 per month, per eligible employee, effective July 1, 2012.~~ **The District shall pay to the APEA/AFT Health and Welfare Trust one thousand four hundred dollars (\$1400.00) per full-time employee selecting to participate in the health insurance plan. Employees electing to waive coverage and can provide the District with verification of other comparable coverage will receive \$280.00 per month of additional income.**

Any additional increases to health insurance costs during the life of this contract, will be the responsibility of individual Bargaining Unit Members. The plan year shall be July 1 through June 30. The Employer shall pay a prorated amount of the premium for permanent part-time employees, as defined, according to the number of hours worked.

### Section 2. Employee and Dependent Life Insurance

- a. The Employer shall pay the total premium including any rate increase for a life and accidental death and dismemberment plan which insures the life of every Bargaining Unit Member in a principal amount of one-hundred thousand dollars (\$100,000).

Each dependent shall be insured as follows:

Spouse .....	\$5,000.00
Children:	
Under 6 months .....	500.00
6 months and under 2 .....	1,000.00
2 and under 3 .....	2,000.00
3 and under 4 .....	3,000.00
4 and under 5 .....	4,000.00
5 and over .....	5,000.00

- b. The District shall provide for an optional life insurance feature at the Bargaining Unit Member's option and expense. Such plan shall provide for an amount equal to the next higher thousand dollars of the annual salary and shall be graduated by age grouping.
- c. Past practice regarding conversion of Health and/or Life Insurance and premium payments shall continue for retired employees and Bargaining Unit Members on approved leave of absence without pay.

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**Section 3. Travel Insurance**

~~All Bargaining Unit Members covered under this Agreement shall be covered by a \$100,000 accidental death policy while on approved travel from the District. This shall cover all commercial travel by airplane, boat or automobile while on District approved travel leave, and at no cost to the employee.~~

**\*Proposal contingent upon agreement concerning wages, benefits, reduced leave accruals and leaves without pay during breaks.**

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## **ARTICLE 27**

### **Legal Trust Fund**

#### **Section 1. Employer Contributions**

- a. In addition to the wages paid per Article 14, the Employer agrees to pay the Alaska Public Employees Association Legal Trust Fund (hereinafter the Fund) ten dollars (\$10.00) per month per Bargaining Unit Member. Such contributions shall be made over seasonal and summer breaks for nine (9) and ten (10) month employees.
- b. The Employer shall remit the amount due for the previous month to the Fund by the tenth (10th) of each month.
- c. The contributions to the Fund shall be used exclusively for a pre-paid legal service plan for the members in the unit.

#### **Section 2. Unit Member Notification of Benefits**

The Association shall inform each Bargaining Unit Member in writing of the services provided by the Fund and the eligibility requirements.

#### **Section 3. Fund Administration**

- a. The Fund shall be sponsored and administered by the Alaska Public Employees Association, and the Employer shall have no voice in the amount or type of service provided by the plan; however, services provided by the Fund shall not be used in actions adverse to the City and Borough of Juneau, the City and Borough of Juneau School District, or their representatives, employees, or agents as any such action may involve their governmental or employment roles or activities.
- b. This Article confers only the right to demand and enforce payment of the required contributions. Failure by the District to remit the required contribution does not give rise to any grievance or cause of action by JESS, its members or any other person for other harm or damages which might result from the failure of the District to remit the required contributions. The provision or retention of legal assistance under this Article is the sole and exclusive responsibility of JESS and/or the Member. Excepting actions taken to demand and enforce payment by the District of the required contributions as set forth above, JESS agrees to defend, indemnify and hold harmless the District against any and all claims, legal actions, orders, judgments, or other decisions rendered in any proceeding as a result of the implementation of this Article.

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**ARTICLE 28**  
**Property**

Bargaining Unit Members shall not be responsible for stolen or damaged property except in the case of negligence or deliberate acts. No deduction in pay shall result until a period of thirty (30) working days from the date of notice. If the Bargaining Unit Member disputes the matter through the grievance procedure within thirty (30) working days from the notice, no action will be taken until the grievance has been resolved.

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**ARTICLE 29**  
**Vandalism and Personal Property Damage**

The District shall reimburse Bargaining Unit Members for costs incurred when clothing or other personal items are damaged or destroyed during the course of the employee performing his/her duties for the District. Other personal items include those commonly worn such as jewelry and watches, and items that their supervisor has approved to be used on the job.

Such reimbursement will be granted for items valued at twenty dollars (\$20.00) or more, but not to exceed two hundred fifty dollars (\$250.00) per incident. The District will not reimburse more than five hundred dollars (\$500.00) per year to any one (1) classified employee for personal property or clothing damage.

In the event that an automobile belonging to a Bargaining Unit Member is damaged by vandalism, the District will reimburse the Bargaining Unit Member for the damage up to two hundred fifty dollars (\$250.00) per year.

Damage must be reported to the Bargaining Unit Member's Administrator as soon as possible after it occurs. The burden of proof in establishing a) the extent of damage, and b) the value of the item damaged, shall be upon the Bargaining Unit Member .

Property damage exceeding the amounts listed above may be approved on a case by case basis.

Requests for reimbursement must be submitted to the Director of Administrative Services.

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**ARTICLE 30**  
**Voting**

The Employer shall provide reasonable and necessary time off for Bargaining Unit Members to vote in Borough, State, and Federal elections if the Bargaining Unit Member is unable to vote outside working hours because of employment needs.

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## **ARTICLE 31**

### **Allowances**

#### **Section 1. Mileage**

The School District shall reimburse Bargaining Unit Members for authorized use of personal automobiles for School District business at the at the current approved rate of the Internal Revenue Service and shall provide blanket liability insurance coverage for such use of the Bargaining Unit Member's personal automobile.

Examples of authorized use shall include, but not be limited to, field trips, transportation between district sites, transporting students, attending meetings away from the Bargaining Unit Member's worksite.

#### **Section 2. Tool Allowance**

On or before July 1 of each contract year, the School District shall pay the following Bargaining Unit Members the sum of five hundred (\$500.00) dollars in respect for the authorized use of their personal tools and equipment for School District business. The foregoing payments shall in no manner be construed to give the School District any proprietary interests in the tools so used for School District business. Payments will be made solely to reimburse Bargaining Unit Members for the estimated costs of replacement, loss, depreciation or damage to their tools during the year while such tools are being used for the School District business.

- a. Senior Maintenance Mechanic
- b. Maintenance Worker
- c. Maintenance Mechanic
- d. Electrician
- e. Senior Heating and Ventilating Systems Technician
- f. Heating and Ventilating Systems Technician
- g. Groundsman

The District shall provide the necessary and appropriate tools for other Bargaining Unit Members to perform their duties.

#### **Section 3. Equipment Allowance**

The Employer shall reimburse any Bargaining Unit Member whose regularly assigned duties include playground, crossing guard, or bus duty, in excess of thirty (30) minutes per day, up to two hundred dollars (\$200) every two (2) years for the purchase of rain gear, snow clothing and boots, ice cleats, and other clothing and equipment necessary to protect the Bargaining Unit Member from weather conditions. Day custodians shall be eligible for this benefit.

The Employer shall reimburse any Bargaining Unit Member whose regularly assigned duties include pool duty in excess of two and one-half (2.5) hours per week or in excess of thirty (30) minutes per day, up to one hundred-fifty dollars (\$150) every two (2) years for the purchase of swim suits.

Requests for reimbursement and receipts verifying expenditures shall be submitted to the building administrator and payment shall be made within twenty-five (25) working days.

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Requests must be for at least twenty-five dollars (\$25.00), except the last request of the year which must be received by the last student school day and shall include all outstanding expenditures.

#### **Section 4. Out of Town Travel**

When Bargaining Unit Members are traveling on School District Business, the District shall arrange for and cover the cost of lodging and transportation. In addition, for each day in travel status, the Bargaining Unit Member shall receive the current per diem rate, as established annually by the District, to cover the cost of meals and miscellaneous expenses. Per diem will be prorated for partial travel days. The applicable per diem rate shall be shown on the travel authorization form.

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**ARTICLE 32**  
**Contracting and Subcontracting**

If the Board considers that work under this Agreement can be contracted out less expensively, they shall notify JESS at the initiation of their investigation and provide the Association with results of the Board's cost study before contracting. Maintenance or construction work which has historically been contracted out may continue in the same manner.

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**ARTICLE 33**  
**Pension - Retirement**

Permanent Bargaining Unit Members are required to belong to the Alaska Public Employees Retirement System (PERS), toward which both the District and the individual contribute. Bargaining Unit Members' contributions are made through payroll deduction.

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**ARTICLE 34**  
**No Strike - No Lockout**

JESS agrees that during the life of this Agreement they will not cause, authorize, condone, sanction, or take part in any strike, walkout, work stoppage, withholding of service for any reason, or other work interference.

The Board agrees that during the life of this Agreement there shall be no lockout of Unit Members for any reason.

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**ARTICLE 35**  
**Successors and Assigns**

This Agreement shall be binding upon the parties, their successors and assigns.

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## **ARTICLE 36 Association Leave**

### **Section 1. Negotiations Leave**

Administrative leave shall be granted for no more than five (5) employee members of the JESS negotiating committee for all time necessary for the conduct of contract negotiations.

### **Section 2. JESS Leave**

The balance in the JESS Leave Bank on, June 30, of each fiscal year, shall be carried over. The Association may establish and maintain a balance in the Bank to a maximum of forty (40) days, which may be restored by an assessment of annual leave from its membership whenever the leave balance falls below ten (10) days; provided that the assessment of leave as determined by JESS shall not be in increments of less than thirty minutes or multiples thereof.

The JESS President shall authorize the use of the bank; however, the Employer shall approve the absence from work on the same basis as annual leave.

The President and Executive Committee of JESS may draw on the bank.

Upon completion of the initial probationary period, two (2) hours of annual leave shall be transferred from each Unit Member to the Association Business Leave Bank.

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## **ARTICLE 37**

### **Savings Clause**

#### **Section 1. Violations**

If an Article or part of an Article of this Agreement should be decided by a court of competent jurisdiction or by mutual agreement of the Employer and JESS to be in violation of any Federal, State or local law or if adherence to or enforcement of an Article or part of an Article should be restrained by a court of law, the remaining Articles of the Agreement shall not be affected.

#### **Section 2. Replacement**

If a determination or decision is made, pursuant to Section 1 of this Article, that part of this Agreement is in violation of Federal, State or local law, the parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement.

#### **Section 3. Compliance**

Should the Agreement or any Section or Article be found not in compliance with Federal regulations and where compliance with such regulations is required as a condition for the receipt and expenditure of Federal funds, the Employer and JESS agree to immediately convene and renegotiate the Agreement, Section or Article to comply with such regulations.

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**ARTICLE 38**  
**Effect of This Agreement**

If there is any direct conflict between the terms of this Agreement and any Personnel Policies of the School Board, the terms of this Agreement shall supersede those rules and policies in their application to the Bargaining Unit.

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**ARTICLE 39**  
**JESS Agreement**

The School District will incur the cost and JESS shall equally share the expense of the printing of this Agreement in booklet form. The total number shall not exceed fifty (50) seven-hundred (700) copies. The Agreement will be available on the District web site no more than twenty (20) days following ratification and approval by both parties. The Agreement will be distributed to all existing employees by JESS. The Agreement will be distributed to all new hires by the Employer.

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NO CHANGE

**ARTICLE 40**  
**Conclusion of Collective Bargaining**

This Agreement is the entire Agreement between the Employer and JESS. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings and concludes all collective bargaining for the duration of this Agreement.

Nothing in this Agreement shall be construed as a limitation upon the right of the parties by mutual agreement to amend, alter, or supplement this agreement during its term and reduce such supplemental agreements to writing which shall become valid and enforceable provisions of this Agreement. JESS and the Employer agree to meet at reasonable times for discussion of this Agreement, its interpretations or modifications. JESS and the Employer agree to designate representatives having authority to negotiate for their respective interests.

JSD Proposal  
February 2, 2012  
JESS

**ARTICLE 41**  
**Term of the Agreement**

This Agreement shall become effective, July 1, ~~2012~~ 2009 and shall remain in effect through June 30, ~~2015~~ 2012, and shall continue in full force and effect from year to year thereafter unless notice of desire to amend the Agreement is served by either party by October 15, ~~2014~~ 2011. If notice is given, the parties shall commence negotiations no later than November 15, ~~2014~~ 2011. If notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate, which date shall not be earlier than the date of expiration, and shall be at least thirty (30) days subsequent to the giving of such notice to terminate.