

**UNION'S INITIAL PROPOSAL
for
SUCCESSOR AGREEMENT
between
JUNEAU SCHOOL DISTRICT
and
JUNEAU EDUCATION SUPPORT STAFF/APEA/AFT/AFL-CIO**

Union proposes the following changes to the existing collective bargaining agreement between the parties:

Article 1, Definition of Terms:

Section 3d: Item 5, CHANGE daily assignment threshold for “permanent full-time” status from seven and one-half (7.5) hours to **six (6) hours** per day.

Section 3d: Item 7, ADD new statement at end of third paragraph: **No hourly employee shall be hired to perform duties that any JESS employee is performing, or could perform, so long as any JESS employee is on lay-off status, including reduction of regularly-assigned work hours due to lay-off or other applications of Article 12 of this agreement. While JESS acknowledges the district's right to “declare” vacancies as provided in Article 13, Section 1a, no duties of an “undeclared vacancy” may be assigned to an hourly, non-represented position except during the recruitment process.**

Section 3i: CHANGE to read “Nine (9) Month Employee” is an employee whose employment work year **shall begin three (3) days prior to the beginning of the student attendance year and shall end one (1) day after the conclusion of student classes. No Administrative Assistant shall be assigned Nine Month Employee status.**

Section 3j: CHANGE to read “Ten (10) Month Employee” is an employee whose employment work year begins two (2) weeks prior to and ends one (1) week following the employment work year of certificated bargaining unit personnel. **All Elementary School and Middle School office personnel, and High School Attendance Clerks shall be assigned a Ten (10) Month schedule.**

Article 2, Recognition:

Section 1. General Recognition

UPDATE Appendix C - Complete List of all JESS Bargaining Unit Job Classifications/Positions.

Article 13, Vacancy Notice:

CHANGE ARTICLE Title to Vacancy Notice & Transfers

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 then (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.

Section 2. Transfers (ADD new Section)

When the vacancy is an existing position and part of an existing job class, the seniormost Bargaining Unit Member applicant shall be appointed to the position, so long as the applicant holds permanent status in the job class and is not under any remedial program.

Article 14, Wages:

Section 1: Effective 1 July 2012, all bargaining unit members shall be paid in accordance with the 2012-2013 JESS Salary Schedule, which is appended hereto as Appendix D-1 & D-1RN, and incorporated herein by reference, and which reflects a four (4%) percent general increase over the 2011-2012 JESS Salary Schedule.

Section 2: Effective 1 July 20013, all bargaining unit members shall be paid in accordance with the 2013-2014 JESS Salary Schedule, which is appended hereto as Appendix D-2 & D-2RN, and incorporated herein by reference, and which reflects a five (5%) percent general increase over the 2011-2012 JESS Salary Schedule.

Section 3: Effective 1 July 2014, all bargaining unit members shall be paid in accordance with the 2014-2015 JESS Salary Schedule, which is appended hereto as Appendix D-3 & D-3RN, and incorporated herein by reference, and which reflects a six (6%) percent general increase over the 2012-2013 JESS Salary Schedule.

(Also, see proposed Pay Range INCREASES for some classifications – Appendix C)

Article 15, Working Conditions:

Section 1: ADD new paragraph, as follows:

Each bargaining unit employee shall be assigned a fixed and defined workday, workweek and workyear, which shall be that employee's minimum guaranteed annual work assignment and which may not be reduced, except by formal notice in accordance with Article 13, Job Security, Section 1 Reduction in Force, above. In the event that any part-time bargaining unit employee works fifteen (15) or more minutes beyond his/her fixed and defined workday for fifteen (15) workdays in any thirty (30) workday period, the employee's fixed and defined workday and minimum guaranteed annual work assignment shall be increased to permanently reflect such increased work assignment. If, prior to the increased workdays, the district provides the employee with written notice and definition of a temporary increase in daily work assignment, and if the employee accepts such temporary increase in daily work assignment, and if the temporary increase in daily work assignment does not exceed the term of the notice and is, in fact, temporary, then this automatic increase to the employee's annual work assignment shall not apply.

Section 2: CHANGE first paragraph to read as follows: Nine (9) and ten (10) month Bargaining Unit Members shall be notified in writing, no later than April 1 of the current year, of summer dates and the start date of the following school year.

ADD third paragraph to read as follows: Summer Work Opportunities: All summer work opportunities involving identifiable bargaining unit work duties shall be offered to bargaining unit members. Work Assignments shall first be offered to incumbent bargaining unit members who are incumbents in positions in the same job class as the available summer work; if the work assignments are not filled, they shall next be offered to bargaining unit members who apply for and are qualified to perform the available work. Summer work assignments shall be offered to bargaining unit members in order of seniority.

Section 7: CHANGE language as follows: The Employer agrees that when a Bargaining Unit Member is assigned to work in a classification rated higher than his or her own, or to assume supervisory duties, for more than five (5) consecutive working days or for any cumulative period equaling five (5) working days, that Bargaining Unit Member shall then be paid at the higher rated classification, retroactive to the first day of such work, for all days during which

the higher class work is performed. If such assignment is made in writing by the immediate supervisor () this pay shall commence on the first day of the assignment.

If there is no job class to which the out-of-class work can be attributed and/or if the assignment is an assumption of supervisory duties, the bargaining unit member shall be paid ten (10%) above his/her usual rate of pay. JESS shall receive a copy of the written assignment, if any.

Section 8: CHANGE language as follows: Any variation or selection in work locations and/or work shifts, to include differences in work hours, work days or work schedules, shall be available to all personnel in the job class in accordance with their seniority. Senior-most bargaining unit members shall have first selection of available shifts. Any vacancy shall be posted for ten (10) working days, during which bargaining unit members may bid for the vacant shift; shift selection shall be in accordance with seniority. There shall be no wholesale shift bids, unless otherwise agreed by the district and JESS.

Section 9: CHANGE third sentence to read as follows: Bargaining unit Members participating in a job share arrangement must comply with the provisions of Appendix "A" and execute the specific agreement form relating to their situation.

Appendix "A": CHANGE District representatives approving and signing to Administrator and Human Resources Director.

Article 19, Annual Leave:

Section 2. Annual Leave Schedule, Para A. Leave Accrual: *No specific proposal, at this time, but topic of Annual Leave Accrual should be open and in consideration for possible improvement if the parties agrees that finances may preclude or limit wage increases.*

Article 20, Sick Leave:

Section 1. Sick Leave Accrual & Reward (CHANGE Title, ADD new paragraph):

- a. Permanent full-time Bargaining Unit Members shall accrue sick leave at the rate of one and ??? days (1.??) days for each month worked. *No specific proposal at this time, but topic of Sick Leave Accrual should be open and in consideration for possible improvement if the parties agree that financial may preclude or limit wage increases.*
- f. A Bargaining Unit Employee who retires under PERS and who gives the Employer ninety (90) calendar days notice of retirement may cash out his/her accumulated sick leave, which will be included in the Employee's last payroll check, according to the following formula:

<u>Hours Accumulated Sick Leave</u>	<u>Percent</u>
<u>For the First 225 hours (000-225)</u>	<u>0</u>
<u>Then for the Next 75 hours (226-300)</u>	<u>10</u>
<u>Then for the Next 75 hours (301-375)</u>	<u>12</u>
<u>Then for the Next 75 hours (376-450)</u>	<u>15</u>
<u>Then for the Next 75 hours (451-525)</u>	<u>19</u>
<u>Then for the Next 75 hours (526-600)</u>	<u>24</u>
<u>Then for the Next 75 hours (601-675)</u>	<u>30</u>
<u>Then for the Next 75 hours (676-750)</u>	<u>37</u>
<u>Then for all Hours over 750</u>	<u>45</u>

If legislation should create an adjustment in PERS that grants credit for sick leave towards retirement, then the Employee shall have the option of applying the above formula or using his/her accumulated sick leave balance toward retirement, consistent with applicable law.

Article 25, Physical Examination:

Section 1: INCREASE \$250.00 district coverage to \$400.00.

Article 26, Health & Life Insurance:

Section 1. Health Insurance

The District shall pay to the APEA/AFT Health & Welfare Trust (Trust) **one thousand and four hundred dollars (\$1400)** 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 six hundred and fifty dollars (\$1650)** per month, per eligible employee, effective **July 1, 2013** and to **one thousand nine hundred dollars (\$1900)** per month, per eligible employee, effective **July 1, 2014**.

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, as defined, according to the number of hours worked.

Newly hired employees shall have access to health insurance benefits following completion of the probationary period.

Section 4. Employee Assistance Program (ADD new section/provision)

The Employer shall provide, or provide funding for, an Employee Assistance Program which shall be available for bargaining unit members' use during instances of personal or community crisis, tragedy or calamity.

Article 27, Legal Trust Fund:

Section 1a: INCREASE \$10.00 monthly district contribution to \$12.00 per month per Bargaining Unit Member.

Article 29, Vandalism & Personal Property Damage

In second Paragraph: INCREASE reimbursement for vandalism to \$1000.00 per incident, per year;

In third Paragraph: INCREASE reimbursement for damage to automobile to \$500.00 per incident, per year.

(Article 31, Allowances – typo on Line 2 (at the at the)

Article 41, Term of the Agreement:

Goal is to negotiate a 3 year agreement (1 July 2012 – 30 June 2015), but actual duration will be dependent upon final outcome of negotiations, especially financial issues.

Union reserves the right to amend, modify, add to, subtract from and otherwise revise this proposal

APPENDIX "C"

JESS JOB CLASSIFICATIONS

RANGE

Accounts Payable Clerk	E
Accounting Technician	H
Administrative Assistant	E
Administrative Assistant-Director's	G (from F)
Administrative Assistant-High School	G (from F)
Administrative Assistant-Middle School	F (from E)
Administrative Assistant-School Site	E
Administrative Assistant-Charter School	G
Alaska Native Cultural Paraeducator	H
Athletics & Activities Assistant	E (from D)
Attendance Clerk (new)	D
Attendance Clerk-High School (new)	E
Auditorium Manager	I
Career Advisor	H
*Computer Network Technician	K
*Computer Technician	I
Curriculum & Instructional Services Specialist	G
Custodian	C
Custodian/Warehouseman	D
Data Technician	G
Deaf Education Interpreter	F
Electrical Maintenance Mechanic	H
Grants Accounting Specialist	G
Head Custodian	D
HVAC Mechanic I	G
HVAC Mechanic II	H
Lead Maintenance Mechanic	H
Library Assistant	B
Logistics Clerk (new)	D
Lunch Accountant/Clerk (new)	E
Mail & Freight Handler	C
Maintenance Mechanic I	E
Maintenance Mechanic II	G
Office Assistant (abolish I & II levels)	C (from A&B)
Office of Instructional Services Specialist	H
(?Paraeducator	A---?needed?)
Payroll Specialist	G
Payroll & Benefits Specialist	I
RALLY Assistant Site Manager	C
RALLY Clerk (Accounting)	C
RALLY Technician	D

RALLY Recreation Assistant	A
RALLY Site Manager	H
Registered Nurse	(see RN Salary Sch; ADD
National Board-certified School Nurse to the BSN w/related Masters pay column)	
Registrar-High School	E
*School Site Computer Technician	F
Special Education Paraeducator	D (from C)
Student Services Specialist	G
Substitute Employment Specialist	C
Truancy Tracker	I (from H)

* Computer positions require comprehensive review to assure appropriate classification and to prevent out-of-class work assignments