

NEGOTIATED AGREEMENT

Between

The Anchorage School District

And

General Teamsters Local 959

Covering:

Food Service Bargaining Unit

July 1, 2022 through June 30, 2025

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PREAMBLE AND RECOGNITION

The primary purpose of this Agreement is to ensure the efficient operation of the Anchorage School District, hereinafter the "District", as well as establish fair and reasonable working conditions and compensation for employees covered by this Agreement.

The District recognizes Teamsters Local 959, hereinafter the "Union", as the exclusive collective bargaining agent for all Food Service workers, regularly employed for fifteen (15) or more hours per week, listed in the classification plan outlined in this Agreement and shall include all employees of the District who perform the functions assigned to these classifications.

ARTICLE 1 UNION RIGHTS

The employees shall have a Business Representative, not an employee of the District, who shall be

When a new bargaining unit employee is hired, the District shall in writing by the last working day of

d. Email.

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

- a. **In-Service and Training Programs.** The District shall pay each regular employee their regular hourly wage when required by the District to attend in-service and training programs. Attendance at scheduled In-Service(s) is mandatory for all identified employees, except for significant life events the timing of which is beyond the control of the employee, e.g., college graduation. Prior to the end of the previous school year, the Student Nutrition Department will notify all employees, via email or interschool mail, of the time, date, and tentative location of the In-Service(s). In-service training scheduled prior to the first day of school shall be scheduled for the week prior to students returning to class from the summer break. The employee will receive at least three (3) hours of regular pay for participation in an in-service or training program during District-wide student in-service days as indicated on the approved District calendar. If the in-service or training is longer than three (3) hours, the employee will be paid for each hour or partial hour of participation in the activity. In the event of budget exigencies, assistant (c)-1.9 (ie)-3 (s)-1.3 (.)9df11.2 (th8qT3

ARTICLE 4 LEAVES

- a. **Accrual.** Regular employees shall accrue leave only when in paid status. Paid status shall include all compensable hours including time spent on the job, paid leave, or paid holidays. Leave accrual shall not include overtime hours.

Regular employees shall accrue leave at the following rates:

Up to five (5) years	.1000/hr
Five (5) to ten (10) years	.1206/hr.
After ten (10) years	.13846/hr.

- b. **Regular Use of Leave.** Annual leave may be used for the personal illness of the employee, death in the immediate family (up to a maximum of ten (10) days), serious illness or accident requiring confinement in the hospital of an immediate member of the employee's family, personal needs and/or vacations (up to a maximum of twenty [20] days in any one leave request) of the employee. Requests for leave with pay for personal needs and/or vnono1.3 (s)-1.3 ()10eqt6 (y)3 (h)13.(v)-8.5 (2qd)-0.-

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for any newly created, modified, or reclassified employee. Supporting evidence is required prior to submitting any requests for change.

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Range

Effective July 1, 2024 - June 30, 2025

	A	B	C	D	E	F	G	H	I	J	K
K01	15.31	15.99	16.32	16.67	17.01	17.35	17.68	18.02	18.13	18.25	18.37
K02	15.65	16.32	16.67	17.01	17.35	17.68	18.02	18.37	18.47	18.59	18.71
K03	15.99	16.67	17.01	17.35	17.68	18.02	18.37	18.71	18.80	18.93	19.04

- b. **Uniform Allowance.** The District will establish a process whereby those employees who are required to wear uniforms will be able to be provided with six (6) pieces of uniform clothing per year.

- c. **Training Pay.** All cafeteria managers who are asked and agree to train other employees as cafeteria managers will be compensated at the rate of three dollars (\$3.00) per hour above their normal rate of pay when they are training.

The training of Assistant Managers and Student Nutrition Assistants by Cafeteria Managers at their work locations is part of their job requirements and no additional compensation will be paid for those duties.

- d. **Dislocation Pay**

1. Extra hours of work will be offered in the order of seniority within work classification at individual work units. Positions within a given range will be treated equally, provided that needed qualifications are held by the person selected for extra work. When an insufficient number of workers volunteer for extra work, it shall be assigned by inverse order of work unit seniority.

b. School Year Special Function Pay.

1. If a Food Service employee wishes to volunteer their services (in lieu of pay) to a group, such wish must be made in writing to the Food Service Director at least 30 days in advance of the start of the school year.

- a. **Social Security.** The District is a participant in the Federal Insurance Contribution Act (Social Security System) and Food Service employees of the District are subject to the provisions of said act, as amended.

- b. **Public Employee's Retirement System (PERS).** All regular full-time and eligible regular part-time employees assigned to a regularly scheduled position of three (3) hours or more per day and fifteen (15) or more hours per week are required to participate in a Public Employee's Retirement System (PERS) program toward which both the District and the employee must contribute. Employee contributions are made through regular payroll deductions. Participation in the State of Alaska retirement program is mandatory for all eligible District employees. Participation and

Unfilled supplemental work program positions will be filled by non-Bargaining Unit employees. The District will not be required to piecework assignments together with Bargaining Unit and non-Bargaining Unit employees.

Holidays will be paid in accordance with Article 3 and overtime will be paid in accordance with Article 5.05. The regular workweek may not be Monday through Friday but will be based on the requirements of the supplemental work position.

Any exception to the above shall be mutually agreed to by the District and the Union.

If a cafeteria manager is unable to complete the assigned tasks in the hours allotted to the position on a consistent basis, the employee may request, in writing, a review by the supervisor. The employee may forward a copy of the written request to the Union. The District will conduct a review as soon as practical, but in no case later than thirty (30) workdays from the date of the request, and hours shall be adjusted as determined by the District. When requested by the employee, a written response to the review shall be provided.

ARTICLE 6 EMPLOYMENT AND WORKING CONDITIONS

2. Layoff of more than twelve (12) months' duration;
3. Resignation;

b.

hours or more per day shall be allowed one (1) uninterrupted paid break not to exceed fifteen (15) minutes during the first half of the shift and a paid fifteen (15) minutes break during the second half of the shift.

- b. **Scheduling of Rest Periods.** The scheduling of rest periods should be done by the employee's

2. The District agrees to administer disciplinary action and discharge equitably without discrimination against any one particular employee.
3. The District agrees to

1. Employees assigned to positions of thirty (30) hours or more per week shall be eligible for health insurance coverage. Eligibility is attained after a waiting period of sixty (60) calendar days for employees who do not currently have health benefit coverage with one of the District's employee benefit plans. Coverage shall begin the first day of the month following attainment of eligibility.
2. Employees who lose their eligibility for health benefits for any reason, such as unpaid leave, layoff, or termination of employment other than retirement or gross misconduct, may elect to pay the cost of the health program provided through COBRA, according to its provisions.
3. Contributions for health insurance may only be used for the District's health benefits plan. The District's monthly contribution for health benefits per eligible employee per month shall be \$1,750 during 2022/2023, and \$1,850 during 2023/2024 and 2024/2025. Health insurance benefits shall be described in the District's summary plan description as periodically amended. The amount of monthly contribution provided by the District shall in no case be less than the highest monthly contribution provided for any other employee group participating in the District's employee health benefits plan. The employee contribution for those electing coverage is the difference between the premium amount and the combined total of the District's contribution and any subsidy from the reserve account.
4. The bargaining unit may have up to two (2) representatives on the District Health Benefits Task Force.
 - a. Consistent with applicable statutes, and if the District offers a Flexible Spending Account, employees shall have access to Flexible Spending Accounts for each year of this Agreement. Employees who submit proof of eligible expenses may be reimbursed from such accounts in accord with established rules.
 - b. **COBRA Protection.** Employees who lose their eligibility for health benefits for any reason, such as unpaid leave, layoff, or termination of employment other than retirement or gross misconduct, may elect to pay the full cost of the health program provided through COBRA, according to its provisions.
 - a. **Employee Life Insurance.** The District shall provide on a fully paid basis, group term life insurance for each employee in an amount equal to three (3) times the employee's annual salary rounded to the next highest one thousand dollars (\$1,000) payable to the employee's legal beneficiary, but in no event shall such insurance be less than five thousand dollars (\$5,000) in accordance with the insurance policy between the District and its carrier. Accidental death or dismemberment insurance will be provided in an additional amount equal to the face amount of the life insurance. Upon termination, an employee may elect to exercise conversion privileges as stated in the District's insurance policy.
 - b.

- a. A grievance must be filed by the Union within twenty (20) workdays of the occurrence or such time the employee knew or should have known of the alleged act(s) or action(s) on which the grievance is based.
- b. If time limit extensions become necessary, the extensions are to be kept to a minimum and must be mutually consented to in writing by the parties prior to the expiration of the time limit.
- c. No reprisals shall be taken against an employee for processing a grievance or participating in the grievance procedure.
- d. Grievances and materials created from the grievance process shall not be filed in official personnel files but will be kept in the files of the Labor Relations Department.
- e.

2. Within ten (10) workdays after receipt of the written appeal, the Director of Student Nutrition shall meet with the Union in an effort to resolve the grievance.
3. The Director of Student Nutrition shall render a written decision within ten (10) workdays after the Level Two meeting to the grievant with the Union.

Level Three. Labor Relations

1. If the Union is not satisfied with the disposition of the grievance at Level Two, the Union may appeal the grievance in writing to the Labor Relations Department within ten (10) workdays after receipt of the Level Two decision.
2. Within ten (10) workdays after receipt of the written appeal, the Labor Relations Department shall meet with the Union in an effort to resolve the grievance.
3. The Labor Relations Department shall render a written decision within ten (10) workdays after the Level Three meeting with the Union.

Level Four. Arbitration

1. If the grievance is not satisfactorily resolved at Level Three, the Union may appeal the grievance to arbitration within ten (10) workdays after the receipt of the Level Three written decision.
2. The District and the Union shall mutually select the arbitrator within ten (10) workdays of the arbitration request by the Union. The arbitrator shall be selected by striking names from a list developed and maintained jointly by the Union and the District.
3. The arbitrator's function is to interpret and apply this Agreement and pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement nor shall have any authority to make any decision which requires the commission of an act prohibited by law, or which is in violation of the terms of this Agreement.
4. The decision of the arbitrator shall be final and binding on the District, the Union, and the affected employee(s).
5. Costs of the arbitrator's services including expenses, if any, shall be borne equally by both parties.

ARTICLE 9 CONTRACT CONDITIONS

No provision under this Agreement may be changed, modified,

