**ACE CONTRACT 2021 – 2024**

**CHANGE HIGHLIGHTS FROM THE 2018 - 2021 CONTRACT**

The following is a synopsis by Article and Section of the changes your negotiating team and the Anchorage School District have tentatively agreed to in reaching a new agreement. We have tried to state the pros and con’s of substantive changes. Articles that are noted with “Housekeeping” are changes in spelling, grammar, or terms with no change in the intent to the language. We urge you to read the whole contract and attend the meetings to answer any of your questions.

Meetings:

**Friday, June 18, 2021**  12:00 p.m.    Zoom

**Monday, June 21, 2021** 5:00 p.m. Zoom

**Wednesday June 23, 2021** 12:00 p.m. Zoom –

This will be an open question and answer forum.

Ratification vote will open at 1:45 p.m.

Changes to the enclosed contract are annotated so that you may easily identify them. Words, sentences or paragraphs that are underlined, denote new language to the contract. Words, sentences or paragraphs that are crossed through, denote existing language that has been deleted from the contract. Please note there is a Letter of Agreement at the end of your contract. These are appendixes to the contract and are included in the ratification of the Agreement.

You may contact your negotiators if you have any questions. [cflenaugh@apea-aft.org](mailto:cflenaugh@apea-aft.org)

You Negotiators are:

Eric Simmons, Calvin Mundt, Mica Night & Jamie Hobson (Shannon Rasic)

By Article Number – Article numbers with just header titles and no changes have been left off to save space.

**100 - PREAMBLE** - No Change.

**201 - INTENT** – No Change.

**202 - COMPLETE AGREEMEN**T – No Change.

**203 - SEPARABILITY AND SAVINGS** – No Change.

**204 - PRINTING AND DISTRIBUTION** – No Change.

**205 - LABOR LIAISON** – No Change.

**206 - DEFINITIONS** – Housekeeping changes

A. The definition of “Employee” has been changed. Inclusive of all members “in the ACE bargaining unit”.

D. The definition of “Immediate Family” has been changed. “Same-sex domestic partner are included as immediate family through June 30, 2016” has been deleted as the language predates same-sex marriage in the Supreme Court

**301- JOINT RIGHTS** –

B. Housekeeping Changes. Contract Administration to Labor Relations

D. Deleted: “Employees on paid leave, whose positions are protected under this section, must continue to meet their obligations under Article 305, below”

E. Changed the language of RFP reduced from 90 days to 30 days whenever possible.

**302 - MANAGEMENT RIGHTS** – No Change.

**303 - ACE RIGHTS** –

D. Deleted: The District shall make available to ACE a copy of all material not specified as confidential by the Superintendent, which is prepared for the Board for all regular or special School Board meetings. School Board agendas and personnel reports will be made available to ACE when they become public.

Agreed, due to documents are made public.

L. Add email address and phone number to ACE monthly roster supplied to union.

M. Changed the language of physical force to allow “to protect the *student(s) or* self”. Deleted multiple references to “a student” to be inclusive for all persons. Also deletion of, “in harms way in any extraordinary case of breach of discipline, to retrain a physically disruptive student; or to protect property from serious harm.”

Balance of the article is housekeeping changes i.e. Contract Administration to Labor Relations, Numerical spelling.

**304 - TEMPORARY EMPLOYEES** –

D. Deleted allowing the temporary employees shall incur an obligation to pay the professional service fee defined in Article 305 beginning the 91st calendar day of employment within a calendar year.

**305 – MEMBERSHIP PAYROLL DEDUCTIONS** – New to Bargaining Unit Employees

C . Deleted the language the District shall provide to ACE a list of all employees, to include position, work location, district seniority date, longevity date, range, step, email address and phone, covered by this Agreement on or before the 15th of each month. Same as in Article 303 L

**306 – NON-DISCRIMINATION** – Change the language to allow *local* and *a protected class* as defined by the local, state and federal law, rule or regulation.

**307 – *PROFESSIONAL WORKPLACE – New language. The District and ACE agree that harassment between co-workers is inconsistent with the effective and efficient conduct of District business and professional workplace expectations. Behaviors that contribute to a hostile, humiliating or intimidating work environment will not be tolerated. Employees who believe they are subject to harassment should report the incident to the immediate supervisor, or the appropriate department director, manager or supervisor, or to an ACE representative, without fear of reprisal. The initiation of a conditions of employment or the work environment of the complainant. There shall be no retaliation by the District against any person who, in good faith, reports, files a complaint, or otherwise participates in an investigation or inquiry.***

**401 - GRIEVANCE PROCEDURE PURPOSE** – No Change.

**402 – GRIEVANCE DEFINITIONS** – No Change.

**403 – GRIEVANCE PROCEDURE** – Housekeeping Change.

**404 – GRIEVANCE LEVELS** – A-3 Delete the language to *any other person* to accompany a member to a Level One meeting.

Balance of the article is housekeeping changes i.e. Contract Administration to Labor Relations.

**501 – POSITION DESCRIPTION** – No Change.

**502 – PROBATION** – Change the language allowing the probationary period from *six months or 120 days* to *five months or 100 workdays*.

**503 – VACANCIES AND PROMOTION** –

A. Language to read better for vacancies to run three days via electronic postings.

D. Change the language allowing the District to inform an ACE representative why an employee was not selected for a position.

Balance of the article is housekeeping changes

**504 – PROBATIONARY PERIOD FOLLOWING PROMOTION** – Housekeeping Change.

**505 – TRAINING AND PROFESSIONAL DEVELOPMENT** – Housekeeping Changes.

**506 - EVALUATION** –

D. Change the language where the District will meet and discuss the draft evaluation *at least five workdays prior to the end of their work year*.

**507 - PERSONNEL FILES** – Housekeeping Changes.

**508 - WORK PLAN CALENDAR AND DAILY WORK SCHEDULE** - Housekeeping Numeric Changes.

**509 – BREAKS** - Housekeeping Numeric Changes.

**510 – EMERGENCY CLOSURE** – No Change.

**511 – ASSIGNMENT IN A HIGHER RANGE** – Housekeeping Changes.

**512 – DISCIPLINE** - Housekeeping Changes.

**513 - SENIORITY** – No Change.

**514 - LAYOFF ALTERNATIVES** – No Change.

**515 - LAYOFF PROCEDURE**S –

A. Change the language: If a vacant position is not available, the District shall offer to the laid-off employee the highest rang position previously held or supervised within the last thirty-six (36) months. Reduction in the probation period *from six* to *three months*. At any time *during the* three months probationary period, the employee may be placed in layoff for the remainder of the recall period or until recalled.

D. ***New Provision Added: Accrued sick leave shall be held for up to twelve months from the effective date of the layoff.***

Balance of the article is housekeeping changes.

**516 - RECALL PROCEDURES –**

A.Change the language reducing the recall period from *fifteen* to *twelve* months.

E. Change in Language allowing ***employees who are recalled from layoff within four months shall be placed at the step they would have earned had the employee not been in layoff status.*** Employees who are recalled from layoff ***after four months*** shall be placed at the step nearest to but not exceeding the per diem at the time of layoff.

**517 - REDUCTION OF HOURS** – No Change.

**518 - RETIREMENT RETURN** – Change the language to separate. Add Article 519

***519 – RETIREMENT INCENTIVE – NEW ARTICLE*** *–* ***ACE reserves the right to meet and confer with the District regarding a Service Recognition Program for its members.***

**520 - DRUG AND ALCOHOL SCREENING** – Housekeeping Change.

**521 - TRANSFERS WITHIN THE SAME JOB TITLE** –

D. Change the language allowing the District upon request of an ACE member *to inform an ACE representative* why an employee was not selected for a position.

**601 – SICK LEAVE** – No Change.

**602 - SICK LEAVE BANK** – Housekeeping Change.

**603 - CATASTROPHIC LEAVE** – No Change.

**604 - LEAVE DONATIONS** – No Change.

**605 - SICK LEAVE CASH IN** – Housekeeping Change.

**606 – FAMILY MEDICAL EMERGENCY LEAV**E – Housekeeping Change.

**607 – LEGAL LEAVE** –

A. Change the language allowing legal leave, provided the employee *or a family member* is not a party to *a civil* action.

**608 – CIVIC LEAVE** –

B. 4. Change the language to allow for leave will be limited to a total of fifteen *working* days of leave per year

C./D. Change the language of the last sentence from, *Failure to respond to the employee’s request within fifteen working days shall constitute approval* to *The District shall respond within fifteen working days.*

**609 – MILITARY LEAVE** – No Change.

**610 – PROFESSIONAL LEAVE** – Housekeeping Change.

**611 – UNPAID LEAV**E –

C.1. Change the language of the last sentence from, *Failure to respond to the employee’s request within fifteen working days shall constitute approval* to *The District shall respond within fifteen working days.*

E.2. Change the language to employees who lose their eligibility for health benefits, but elect to continue their health benefits through COBRA ***or another plan and remain insured for the duration of their absence,*** will have their health benefits in life insurance resume on the first day of the month following their return to work.

3. Change the language to employees who lose their health benefits and do not ***remain insured for the duration of their absence,*** upon their return will be eligible for health benefits on the first day of the month following completion of the *60* (reduced from 90) calendar day waiting period.

Balance of the article is housekeeping Change.

**612 - ANNUAL LEAVE DAYS** –

C. Change the language allowing employees assigned to work years of at least 195 days but no more than 214 days shall be credited with *seven* days (increased by one day) of leave at the start of each year.

D. Change the language allowing employees assigned to work fewer than 195 days shall be credited with *five* (increased by one day) days of leave at the start of each year.

To ensure members are accruing leave in an equitable manner.

F. Change language *encouraging employees to send requests for leave by electronic mail and the District’s leave system.*

**613 – EMERGENCY LEAVE** – No Change.

**614 – TRAVEL EMERGENCY LEAVE** – No Change.

**701 – HEALTH BENEFITS**

A. The District’s monthly contributions will be *$1695* per eligible employee per month during the term of this agreement. *This is an increase of $50 per month.*

B. Delete the language, when the employee becomes eligible for health benefits the District will make the District’s monthly contribution equal to 2 months from 3 months to the District’s health plan.

D. Delete the language, The District will no longer make their monthly contribution to the health plan for employees who voluntarily opt out of the health plan.

E. Deleted language referring to the health plan reserve and the District’s obligation to include the contribution for employees that opted out of the health plan.

**702 – LIFE INSURANCE** – No Change.

**703 - EMPLOYEE INDEMNIFICATION** – No Change.

**704 – WORKERS COMPENSATION** – Housekeeping Change

**705 - HOLIDAYS** – Housekeeping Change.

**706 – EMPLOYEE ASSISTANCE PROGRAM** – No changes

**707 – MILEAGE REIMBURSEMENT** – No changes

**801 – SALARY CONDITIONS** –

Steps and service credits were preserved.

A. Change the language whereas ACE employees shall be paid on a salary basis by direct deposit ***in twelve (12) equal payments****.*

F. Housekeeping Change.

**802 – WORKDAYS** – No Change

**803 – OVERTIME ELIGIBLE POSITION**S - No Change

**804 – OVERTIME INELIGIBLE POSITIONS** – No Change

**805 – STANDBY** – No Change.

**806 – SPECIAL PROJECTS** - No Change

**807 – CLASSIFICATION PLAN**

There were no changes to classification as a result of negotiations, all changes, with the exception of some deleted positions, were done through the previous contract period and through Letter of Agreement and classification/reorganization procedures.

Positions deleted in the contract are all vacant positions that the District has eliminated.

Certain current titles were changed for consistency and clarification in classifications.

**809 – PER DIEM SCHEDULE** - The scales will increase by 2% each year of the term of this agreement.

**900 – DURATION OF AGREEMENT** – Once ratified by the members and the School Board the Contract will be July 1, 2021. We have agreed to a 3-year contract expiring on June 30, 2024. Your current contract stays into effect until this contract is ratified, and will be retroactive upon ratification.

**APPENDIX I - SUBSTANCE ABUSE -** No Change.

**LOA** - ***It is hereby agreed and understood between the parties that no*** later than November 1, ***2021****,* ACE and the District shall convene a Task Force**, *composed of an equal number of representatives for ACE and for the District*,** to review and recommend policies and procedures that may need contract revisions for ***transitioning overtime-eligible*** employees within the ACE Bargaining Unit ***to biweekly pay for hours worked***.

No later than ***May 1, 2022*,** the Task Force will forward a report on the recommendations for ***commencing biweekly pay for hours worked for*** overtime-eligible employees to ACE and the District. ***Any agreed-upon changes to the Agreement will be negotiated and ratified by the affected ACE members.***