

PDSP Proposal #1

Date:

Time:

## **ARTICLE 1: RECOGNITION**

**1.01** The District recognizes the Association as the exclusive bargaining representative for all classified employees of the District excluding individuals on contract with the District; individuals employed for thirty (30) days or less, or less than three (3) hours per day or fifteen (15) hours per work week; and those classified employees in management/supervisory/confidential positions of District Secretary, Business Manager, Maintenance Director, Assistant Maintenance and Food Service Coordinator.

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## **ARTICLE 2: NONDISCRIMINATION**

**2.01** Neither the District nor the Association shall unlawfully discriminate against any employee on the basis of race, creed, religion, color, age, pregnancy, national origin, sex, gender, sexual orientation, marital status, change in relationship status, political affiliation, health condition, or presence of any sensory, mental or physical handicap, or Association membership or non-membership.

**2.02** Discrimination complaints may be filed as a grievance with the Equal Employment Office and/or with the appropriate Human Rights Commission Office and shall not be subject to the grievance procedure of this Agreement.

## ARTICLE 5: ASSOCIATION RIGHTS

**5.01 Association Employee Representatives.** The Association shall appoint members to act as Association Employee representatives and shall give written notice and identify the appointees to the Board on a regular basis. The number of Association–Employee representatives shall not exceed one representative per work site, in addition to the President of the Association.

Authorized representatives of the Association shall be permitted to visit employees in their buildings on off duty hours when such visits will not interfere with the employee's duty assignment or normal school operations. Representatives who are not District employees shall advise the District Office when in the District.

**5.02 Orientation.** The Employer will allow an association member to provide a up to fifteen (15) thirty (30) minutes of orientation, on school grounds, during normal business hours to new members. This orientation will be considered time worked for payroll purposes. To facilitate this orientation Personnel will share electronically with the Building Representatives and President of PDSP the names, positions and primary worksite of all new hires no later than their Date of Hire. For new employees hired before the first day of in-service training, every effort will be made to schedule a paid thirty (30) minute orientation within the first week of the school year.

**5.03 Access to Information.** The District agrees to furnish space on bulletin boards in each building to be used by members of the Association. The Association shall use these boards only for posting official notices concerning Association business, legislative enactments and judicial decisions affecting public employee labor relations. Any notice posted shall be signed and dated by the appropriate Association–Employee representative with a copy given to the building administration at the time of posting.

The President of the Association will be informed of all new hires, all PDSP employees separating employment, and of all Board meetings in accordance with Board policy and law and will be provided a copy of the agenda. New hire notifications will occur within two school days of hire and will include hire date and contact information.

### 5.04 ASSOCIATION SECURITY

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## **Section 1. Membership**

Employees covered under this Agreement shall not be required to become a Bargaining Unit Member of PDSP as a condition of employment, and there shall be no discrimination against an employee because of membership or non-membership in PDSP. Employees may join PDSP at any time and at their sole discretion. ~~APEA will create a roster of all current employees who occupy positions within the bargaining unit.~~ The District and APEA agrees to update as needed via a shared restricted access Google doc. This confidential document will be available to Finance Director, APEA Administrative Staff, and PDSP President. This roster shall contain the names, mailing address, step, work location(s), titles, date of hire into the bargaining unit, date of separation, and reason for separation for each employee.

## **Section 2. Association Activities**

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

## **Section 3. Dues Deduction**

The District agrees to deduct from the paycheck of each employee who so authorizes, the regular monthly dues or fees of the Association. The amount so deducted as certified by the Association President or Treasurer shall be transmitted monthly to the Association 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 District. No other employee organization shall be accorded payroll deductions 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 Finance Director.

## **Section 4. Responsibility for Unit**

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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 5. Indemnity and Hold Harmless**

The Association agrees to indemnify, defend, and hold harmless the District from any and all actions, claims, demands, or suits arising out of the District's activities undertaken pursuant to Article 5.04 Sections 1, 2, 3, and 4, when those activities are undertaken at the request of the Association.

## ARTICLE 9: VACANCY NOTICES AND TRANSFERS

**9.01 Vacancy Notices.** When a vacancy occurs, the District will post a notice for five (5) days and will provide a copy of the posting to each PDSP building representative on the first day of the posting. If a current employee is equally qualified as other applicants, the current employee shall be given preference for the position.

**9.02 Separation Without Prejudice.** A Bargaining Unit Member who separates without prejudice and is rehired by the District within six (6) months in the same classification shall retain the step placement, permanency status, and leave accrual rates held at the time of termination.

**9.0203 Transfers.** If more than one current employee applies for a transfer of position and they are equally qualified, the appointment shall go to the employee with the most seniority in the District. Equally qualified shall mean having at least the same work experience and/or training in the specific District requirements for the position. When a position is vacant due to transfer, notice will be posted concurrently with the notice provided to the public.

**9.0304 Involuntary Transfers.** When the need arises to permanently, involuntarily transfer an employee, the District will ~~make every effort to~~ provide the employee written notification as far in advance as possible and preferably more than within five (5) working days prior to the start of the assignment. ~~and The District~~ will also provide that employee training for the position that they are being assigned.

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## **ARTICLE 12: OVERTIME**

**12.01 Rate of Pay.** Overtime at the rate of time and one-half, will be paid for hours worked beyond eight (8) hours per day or forty (40) hours per week.

**12.02 Holiday Pay.** Employees required to work on a holiday shall be paid their regular pay for the holiday and, in addition, be paid overtime for time worked on the holiday.

**12.03 Restrictions.** All overtime hours must be cleared in writing by a direct supervisor or the Superintendent before work is performed. The written approval will be transmitted by the employee to Payroll before the end of the pay period. No existing employee may, after his/her regular work, substitute for another employee and claim overtime for the substitute work without prior approval of the direct supervisor or Superintendent. All overtime worked will be overtime paid; however, working overtime without prior approval may result in disciplinary action.

## ARTICLE 14: LEAVES OF ABSENCE

**14.01 Sick Leave Accrual.** Employees shall be entitled to sick leave with pay during the school year. Employees shall accrue sick leave at the rate of one and one-quarter work days (in hours) per school month with the last day of each month, the major portion of which the employee has served, considered the sick leave cumulative date. Sick leave (hours) shall accumulate without limit. If an employee is required to be off for an illness or injury and has no accrued unused sick leave accumulated, he/she will be permitted to utilize sick leave to the extent of the expected accumulation for the current year. In the event the employee fails to accrue leave paid, sick leave taken in excess of entitlement will be deducted from the final check.

**14.02 Sick Leave Use.** An employee may use all or any portion of his/her sick leave for personal illness, or disability, or medical reasons for self. An employee on sick leave for more than five (5) consecutive days shall submit to the Superintendent a doctor's certificate; provided, however, that this requirement may be waived if, in the judgment of the Superintendent, it seems expedient and just to do so.

An employee may use up to a total of ~~eight (8)~~ ten (10) work days (in hours) sick leave per school leave year for:

- 1) Illness, injury, or medical reasons of an employee's spouse or dependent children.
- 2) Serious illness in the employee's immediate family as defined in 14.05. If more than (five) 5 consecutive days are granted, a doctor's verification may be required

When medical service is not locally available, reasonable travel time to the nearest competent medical service, not to exceed five (5) days shall be allowed as sick leave. Disability immediately related to child bearing shall be considered sick leave.

**14.03 Sick Leave Donation.** Employees may transfer sick leave, not to exceed thirty (30) days, to another employee who has depleted or will in the near future deplete his or her sick leave allocation due to a serious medical condition. The transfer of such leave shall be made without adjustment for any differences in wage rates between the employees transferring such leave.



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**14.04 Family and Medical Leave.** The District will comply with the requirements of the Federal and State Family and Medical Leave Acts. Information about entitlement and obligations under the federal and state FMLA's will be made available during orientation for each new employee and upon request to the District personnel office.

**14.05 Bereavement Leave.** In the event of a death in an employee's immediate family, the employee may apply for up to five (5) days bereavement leave with pay to attend the funeral or to complete funeral arrangements. Immediate family is defined as the employee's spouse/cohabitating partner; the employee's or spouse/cohabitating partner's blood relation, step, or foster: child, parent, sibling, grandparent, great-grandparent, grandchild, great-grandchild, aunt/uncle, ~~or~~ niece/nephew, cousin, and/or person with whom one has had an equivalent association. If circumstances of death in the immediate family requires travel outside the state, up to a maximum of seven (7) days bereavement leave may be applied. The substitute will be paid by the District.

**14.06 Legal Leave.** If a suit is brought against an employee for actions taken in compliance with Board policy and/or administrative direction within the scope of his/her duties, or if the employee is required to attend a legal proceeding as a direct consequence of the employee's related functions, the employee shall be entitled to leave with pay for periods of work which are missed due to participation in such proceedings.

Employees will receive full pay during periods when participating in jury selection, trial or jury deliberations. Pay received for jury duty shall be turned over to the District. Substitutes shall be paid by the District.

**14.07 District Approved Leave of Absence.** An employee may be granted up to one (1) year leave of absence without pay. Requests for such leave must be submitted in writing to the Superintendent for approval. Approval of such leaves shall be at the discretion of the Superintendent or designee. At the completion of the approved period of leave, the employee will be re-hired.

**14.08 Emergency Leave.** Emergency leave may be granted by the Superintendent or designee. The employee may apply for up to five (5) days emergency leave with pay, not to exceed seven (7) days if out of state travel is required. The employee will pay the cost of the substitute.

**14.09 Personal Leave.** Personal leave is defined as paid time off.

A. Leave Accrual Rates

1. Employees working nine (9) months or less per year shall receive four (4) days of personal leave.
2. Employees working more than nine (9) months but less than twelve (12) months per year shall receive six (6) days of personal leave per year.
3. Only one (1) day may be carried forward from one year to the next for a maximum of five (5) days for nine (9) month employees and a maximum of seven (7) days for more than nine (9) month but less than twelve (12) month employees.

B. Leave Approval and Cash Out

1. In order to take personal leave, employees must notify their immediate supervisor of the intended dates of use at least 3 (three) work days or as far in advance as possible.
2. Prior to taking personal leave, requests must be approved by the employee's supervisor and the Superintendent. An attempt will be made to respond within 5 working days of the request. No use associated with other employment will be permitted. Multiple personal leave requests for the same day may be granted at the discretion of the administration. An employee pursuing approved educational advancement shall receive preference for approval of leave.
3. Personal leave shall not normally be granted on days immediately before or after holidays or vacations or the first or last week of the school year; however, if the request is approved by the Principal and the Superintendent, employees may use personal leave adjacent to these restricted periods.
4. Substitutes shall be paid by the District.
5. All Personal Leave days may be cashed out during non-work days or at the conclusion of the school year at the employee's current rate of pay.

**14.10 Leave Without Pay.** An employee may be granted leave without pay not to exceed a total of five (5) working days in any calendar year, and shall not normally be granted in conjunction with personal leave. Such leave shall be granted at the discretion of the Superintendent. If denied, the Superintendent shall provide written explanation to the employee the reasons for the denial.

**14.11 Association Leave.** Bargaining unit members shall be granted up to fifteen (15) days of paid leave for negotiations, Association conferences, training, and grievance proceedings. No more than four people may use this leave at any one time. The Association will reimburse the District the cost of a substitute.

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**14.12 Military Leave.** The District will grant military leave on an annual calendar year basis in compliance with AS 39.20.340(b) and will comply with all other applicable Alaska Statutes and the Uniformed Services Employment and Reemployment Rights Act (USERRA) as they apply to PDSP employees on military leave.

14.13 12-Month Employee Paid Vacation. Full-time and part-time twelve (12) month employees shall receive paid vacation as follows:

Part-time twelve (12) month employees' vacation days will be calculated based upon their average daily hours.

<u>1 - 5</u>	<u>years of service</u>	<u>14 days</u>
<u>6 - 10</u>	<u>years of service</u>	<u>21 days</u>
<u>11+</u>	<u>years of service</u>	<u>30 days</u>

Vacation time will begin accruing at the end of the first month worked. First year employee's vacation time will be calculated according to the portion of a 12-month year worked.

Employees working more than ten (10) months but less than twelve (12) months shall receive paid vacation on a prorated basis.

a. Carry Forward. Only ten (10) days may be carried forward from one year to the next.

## ARTICLE 15: EVALUATION/JOB DESCRIPTIONS

### 15.01 Evaluations.

**Purpose:** The purpose of the evaluation process is to provide an ongoing evaluation of an employee's performance of their duties and responsibilities. It is intended to be used as a tool to assist employees in succeeding in their positions but not to be used as a disciplinary action. Areas of weakness should be addressed and documented throughout the school year through the use of a performance improvement plan.

All employees shall receive an annual written performance evaluation.

**Schedule:** PDSP probationary employees shall receive an evaluation upon completion of probation. All permanent PDSP employees shall receive their annual evaluation during the period of February-January 1 - May-April 30 15 each school year in which they are employed. The District shall be allowed to evaluate any employee at any time if deemed necessary.

Performance evaluations shall be given in writing and the employee shall be given adequate time to review and sign the evaluation. The employee must sign that they agree or disagree with the evaluation. If the employee disagrees with the evaluation they shall be given ten (10) working days to write a rebuttal to the evaluation, if they so choose. The rebuttal shall be attached to the evaluation and shall become part of the record.

In the event it is determined through the District annual evaluation procedure that an Employee's work performance or skills require improvement, such employee will be informed in writing through the evaluation procedure. Should the evaluation identify deficiencies so serious as to affect continued employment, the employee will be so informed and a specified time will be established between the employee and the evaluator to effect remedial action. Failure on the part of the employee to correct such deficiencies may result in termination as determined by the District. The District must establish just cause for the termination.

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**15.02 Job Descriptions and Start Dates.** Job descriptions shall be reviewed by the employee and his or her supervisor annually. Any revision of job descriptions shall be reviewed and approved by the Superintendent. All employees shall be notified no later than June 15 of the current fiscal year of their anticipated start date for the following year.

**15.03 Reclassification.** The District retains the right to establish and maintain a classification system and pay plan for its employees. All positions covered by the Agreement will be classified on the basis of the job duties and responsibilities. Pay range assignment will be based on the principle of equal pay for equal work.

In the event an employee believes that he or she is misclassified or improperly placed within the pay schedule, the employee may utilize the following procedure:

- a. The employee should complete an updated job description and submit it through an Association or Employer representative to the Employee's supervisor for review and recommendation. The supervisor shall, within fifteen (15) working days, submit the request to the Superintendent for review.
- b. The Superintendent will review the updated job description and the recommendation of the supervisor. Within fifteen (15) days of receipt of the request, the Superintendent will notify the employee and the Association in writing of his or her determination. In the event the request is denied, the Superintendent will notify the employee and the Association in writing of the reasons for denying the request. If the Superintendent determines that an adjustment is warranted, such changes will become effective on the first day of the next pay period following notification to the employee and the Association.
- c. If the employee disagrees with the determination of the Superintendent the matter will be brought before the Board for resolution.

#### **Article 15.04 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. Any unavoidable or supervisor directed task during a Bargaining Unit Member's lunch break shall result in either the Bargaining Unit Member's lunch interval restarting, or the lunch break being considered paid work time at the supervisor's discretion and in compliance with FLSA.

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**Article 15.05 Equipment Allowance**

The Employer will make available reflective raincoats and ice cleats for playground and crossing guard personnel. The Employer will make available coveralls for personnel assigned to the Shop. This equipment will remain in each building for use by assigned staff members.

The Employer shall reimburse up to one hundred (\$100.00) every fiscal year for swimsuits for Special Education Aides whose regularly assigned duties include pool duty.

Requests for reimbursement and receipts verifying expenditures shall be submitted to the finance office and payment shall be made within twenty-five (25) working days. Requests must be for at least twenty-five dollars (\$25.00) and must be made within 30 days of hire or assignment.

## ARTICLE 16: DISCIPLINE

**16.01** No employee will be disciplined without just cause as defined by the seven steps of just cause. Evaluations, assignments and transfers, leave and travel authorizations, and other ordinary personnel matters are not defined as discipline; in making any claim the employee bears the burden of proof. The existence for cause for discipline, if disputed, shall be subject to the grievance procedure as described herein.

Following are the seven steps of just cause:

1. Did the employer give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the employer's business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer's investigation conducted fairly and objectively?
5. At the investigation, did the employer obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the district applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the district in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his service with the district?

**16.02 Progressive Discipline.** The District will normally follow the principle of progressive discipline, except in cases of dishonesty, being intoxicated while on duty, physical misconduct, abusive or lewd behavior, abandonment of duties, insubordination, and gross misconduct. Progressive discipline steps may include but are not limited to:

Oral Warning, [documented by a memo in the supervisory file](#)  
Written Warning, [documented in the personnel file](#)  
Written Reprimand, [documented in the personnel file](#)  
Suspension, [documented in the personnel file](#)  
Discharge, [documented in the personnel file](#)

# ARTICLE 17: SALARY

## 17.01 Salary Schedule:

FY 22/23	\$2													
Category	0	1	2	3	4	5	6	7	8	9-10	11-12	13-14	15-16	17-18
Custodian	\$ 19.07	\$ 19.32	\$ 19.58	\$ 19.83	\$ 20.58	\$ 21.34	\$ 22.09	\$ 22.85	\$ 23.55	\$ 24.32	\$ 24.77	\$ 25.21	\$ 25.65	\$ 26.11
Admin Assistant	\$ 19.24	\$ 19.49	\$ 19.75	\$ 20.00	\$ 20.76	\$ 21.51	\$ 22.27	\$ 23.00	\$ 23.78	\$ 24.53	\$ 24.97	\$ 25.42	\$ 25.88	\$ 26.34
Food Service	\$ 17.74	\$ 17.97	\$ 18.21	\$ 18.44	\$ 19.12	\$ 19.83	\$ 20.48	\$ 21.19	\$ 21.88	\$ 22.56	\$ 22.97	\$ 23.38	\$ 23.80	\$ 24.22
Paraprofessional	\$ 18.52	\$ 18.77	\$ 19.03	\$ 19.28	\$ 19.97	\$ 20.71	\$ 21.41	\$ 22.15	\$ 22.86	\$ 23.57	\$ 23.99	\$ 24.42	\$ 24.86	\$ 25.30
Technician	\$ 21.58	\$ 21.83	\$ 22.08	\$ 22.33	\$ 23.05	\$ 23.82	\$ 24.55	\$ 25.30	\$ 26.03	\$ 26.79	\$ 27.28	\$ 27.77	\$ 28.27	\$ 28.79
FY 23/24	2%													
Category	0	1	2	3	4	5	6	7	8	9-10	11-12	13-14	15-16	17-18
Custodian	\$ 19.45	\$ 19.71	\$ 19.97	\$ 20.23	\$ 20.99	\$ 21.77	\$ 22.53	\$ 23.31	\$ 24.02	\$ 24.81	\$ 25.27	\$ 25.71	\$ 26.16	\$ 26.63
Admin Assistant	\$ 19.62	\$ 19.88	\$ 20.14	\$ 20.40	\$ 21.18	\$ 21.94	\$ 22.72	\$ 23.46	\$ 24.26	\$ 25.02	\$ 25.47	\$ 25.93	\$ 26.40	\$ 26.87
Food Service	\$ 18.09	\$ 18.33	\$ 18.57	\$ 18.81	\$ 19.50	\$ 20.23	\$ 20.89	\$ 21.61	\$ 22.32	\$ 23.01	\$ 23.43	\$ 23.85	\$ 24.28	\$ 24.70
Paraprofessional	\$ 18.89	\$ 19.15	\$ 19.41	\$ 19.67	\$ 20.37	\$ 21.12	\$ 21.84	\$ 22.59	\$ 23.32	\$ 24.04	\$ 24.47	\$ 24.91	\$ 25.36	\$ 25.81
Technician	\$ 22.01	\$ 22.27	\$ 22.52	\$ 22.78	\$ 23.51	\$ 24.30	\$ 25.04	\$ 25.81	\$ 26.55	\$ 27.33	\$ 27.83	\$ 28.33	\$ 28.84	\$ 29.37
FY 24/25	1%													
Category	0	1	2	3	4	5	6	7	8	9-10	11-12	13-14	15-16	17-18
Custodian	\$ 19.65	\$ 19.91	\$ 20.17	\$ 20.43	\$ 21.20	\$ 21.98	\$ 22.76	\$ 23.54	\$ 24.26	\$ 25.05	\$ 25.52	\$ 25.97	\$ 26.42	\$ 26.90
Admin Assistant	\$ 19.82	\$ 20.08	\$ 20.34	\$ 20.60	\$ 21.39	\$ 22.16	\$ 22.94	\$ 23.69	\$ 24.50	\$ 25.27	\$ 25.72	\$ 26.19	\$ 26.66	\$ 27.14
Food Service	\$ 18.28	\$ 18.52	\$ 18.76	\$ 19.00	\$ 19.70	\$ 20.43	\$ 21.10	\$ 21.83	\$ 22.54	\$ 23.24	\$ 23.66	\$ 24.09	\$ 24.52	\$ 24.95
Paraprofessional	\$ 19.08	\$ 19.34	\$ 19.60	\$ 19.86	\$ 20.57	\$ 21.34	\$ 22.06	\$ 22.82	\$ 23.55	\$ 24.28	\$ 24.71	\$ 25.16	\$ 25.61	\$ 26.06
Technician	\$ 22.23	\$ 22.49	\$ 22.75	\$ 23.00	\$ 23.75	\$ 24.54	\$ 25.29	\$ 26.06	\$ 26.82	\$ 27.60	\$ 28.10	\$ 28.61	\$ 29.12	\$ 29.66

**17.02 Step Increases:** To be eligible for a step increase on July 1, an employee must have been in the employ of the District prior to Oct. 1 Jan. 15th of the previous fiscal year and have received a favorable evaluation. Any employee receiving an involuntary transfer from one job classification of a higher grade shall not result in a wage reduction.



~~17.03 Salary Reopener: Upon the request of the Union, the parties agree to reopen Article 17: Salary; to bargain across the board salary based on available funding and cost of living for all PDSP job classifications. The Union may request such negotiations by notifying the District in writing during the month of February in the third year of the negotiated agreement.~~

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## **ARTICLE 20: GRIEVANCE PROCEDURE**

**20.01 General.** A grievance shall be defined as a claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

A grievant is an employee, or a group of employees, or the Association making the complaint.

Days shall mean work days.

Prior to the filing of a formal grievance, it is expected that all parties to a disagreement will attempt to resolve such problems at the lowest possible level through free and informal confidential communication.

A grievance must be initiated within twenty (20) days of the act or condition upon which the grievance is based or twenty (20) days from the time the grievant should have become aware of such event. Failure of the grievant to comply with this or any other time limit specified herein shall operate as a waiver of the grievance. Failure of the District to comply with any time limit specified herein shall permit the Association to advance the grievance to the next level. However, the time limits specified in this Article may be extended by written mutual agreement.

All grievances shall be presented in writing and shall include: 1) a citation of the alleged violation, 2) a statement of facts, 3) the date of occurrence, and 4) the specific relief sought.

No reprisal will be taken by either party as a result of any testimony or participation in a grievance.

No documents, communications, or records pertaining to the processing of a grievance hereunder shall be filed in the personnel file of any of the participants.

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The employee shall have the right to be represented at all stages of the grievance procedure, by a representative(s) of his/her choice and in the event that a grievance meeting or hearing is scheduled during the school day, the employee and his/her representative(s) shall be released without loss of pay for the duration of the hearing.

The grievant may begin the grievance procedure at the level that has the authority to resolve the issue. At the grievant's option, he/she may start either informally or formally. The informal meeting will involve the grievant either personally or telephonically.

Either party may call and present witnesses, documents and arguments at any formal level of the proceeding. However, any new evidence or material introduced after Level 3 must be presented to the other party at least five (5) days in advance.

## **20.02 Grievance Procedure**

**Level 1:** A grievance shall be formally initiated by the grievant or his/her representative(s) submitting a statement of grievance to his/her supervisor within the twenty (20) day timeline specified above. The supervisor shall discuss the grievance with the grievant within five (5) days of receipt of the grievance and, within five (5) days of such discussion, provide the grievant with a written disposition of the grievance.

**Level 2:** If a disposition at Level 1 is not acceptable to the grievant, the grievance may be submitted to the Superintendent or designee within five (5) days of the grievant's receipt of the disposition at Level 1. Within five (5) days of receipt of the grievance, the Superintendent or designee shall meet with the grievant to discuss the grievance and, within five (5) days thereafter, shall provide the grievant with a written disposition.

**Level 3:** If the grievant is not satisfied with the disposition at Level 2 and the Association so authorizes in writing, the grievance may be submitted to arbitration to be conducted under the voluntary rules and jurisdiction of the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). After receipt of the Superintendent's written disposition, the Association shall within ten (10) days send a demand for arbitration to the AAA or to FMCS with a copy to the District. Only issues for which there is no specific statutory review process may be submitted to arbitration.

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**Group Employee Grievances.** A "group grievance" is a situation that allegedly adversely affects two (2) or more employees in the same manner or a situation where APEA/AFT believes the Employer has violated the agreement but where there are no individual grievants. The grievance must state clearly and specifically the relief sought, the provisions of the agreement alleged to have been violated, and the specific nature of each violation. An employee group grievance will be submitted by the APEA/AFT representative at Level One if all the employees have the same supervisor. The APEA/AFT representative will submit the employee grievance to the Superintendent at Level Two if the employees have different supervisors. Failure to file a group grievance does not bar the filing of a grievance subsequently on behalf of an employee provided it is within the specified time of the individual grievance.

**Arbitrator Authority.** The Arbitrator's function is to interpret the Agreement. The Arbitrator's authority is limited to considering the particular issue(s) set forth in the written grievance by the Association and the written response by the District. The Arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall not decide on the merit or wisdom of any action or failure to act, but only on the contractual obligation inherent in this Agreement. If the Arbitrator should find that the District was not prohibited by this Agreement from taking, or not taking, the action grieved, he or she shall have no authority to change or restrict the District's action or inaction or to substitute his or her own judgment for that of the Employer. Unless a specific provision of this Agreement expressly grants the Association or employees a right, privilege, or benefit claimed by it or them, the Arbitrator shall not award any such right, privilege, or benefit to the Association or employees.

Procedural issues shall be reviewed by the Arbitrator during the same proceeding as the underlying merits of the same grievance, unless agreed to otherwise by the parties. The Arbitrator will review and normally decide the procedural threshold issues before ruling on the merits of any grievance. Either party may request and require the arbitrator to issue a ruling on the procedural arbitrability issues immediately upon the close of arguments on those issues. If the Arbitrator rules that the grievance is barred from further review because of procedural deficiencies, the Arbitrator will not review or rule on the underlying merits of the grievance. The District will notify the Association in writing no later than ten (10) working days before the arbitration is scheduled that it intends to raise procedural arbitrability threshold issues.

The losing party, as determined by the Arbitrator, will be assessed the full cost of the Arbitrator's fee. If the Arbitrator deems that there is no losing party, he/she may apportion the fees as he/she sees fit. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

PDSP Proposal #1

Date: 12 April 2021

Time: via email

The arbitrator's award in accordance with these procedures shall be final and binding upon the parties.

PDSP Proposal #1  
Date: 12 April 2021  
Time: via email

## **ARTICLE 22: ~~PRINTING~~ DISTRIBUTION OF THE AGREEMENT**

**22.01** The Association shall bear the expense of printing this Agreement in booklet form. The total number shall not exceed one hundred (100) of which fifty (50) will constitute the first (1st) printing. The Agreement will be distributed to all existing employees by the Association and will be made publicly available on the District website. The printed Agreement will be made available to all new hires by the District.

PDSP Proposal #1  
Date: 12 April 2021  
Time: via email

## **ARTICLE 2511: CONTRACTING OUT**

**2511.01** In the event the District intends to solicit a bona fide bid for contracting out a service currently provided by members of the bargaining unit, the District will first conduct a feasibility study to ascertain that contracting out services will provide a cost savings to the District. The District will then provide a copy of the feasibility study to the Association. If the feasibility study shows a cost saving measure, the District will provide the Association with at least ten (10) calendar days prior notice to the release of a request for proposals (RFP). After the District has received and identified an acceptable, bona fide bid for the above mentioned contracting-out of services, it will provide the Association with at least thirty (30) calendar days to either make a proposal to provide the specified services covered in the identified bid proposal or negotiate revisions to the current bargained agreement which will provide the specified services at or below the bid costs.

PDSP Proposal #1

Date:

Time:

## **ARTICLE 26: DURATION OF AGREEMENT**

**26.01** This Agreement shall be in effect July 1, 2019~~22~~22 and shall continue in full force and effect through June 30, 20225. Should either party desire to modify or terminate this Agreement on July 1, 20225 they shall serve written notice between February 1 and ~~February 28~~ **March 1**, 2019~~25~~25. Upon such written notice, the parties shall discuss meeting dates within thirty (30) calendar days of the date of the notice. The time, place, and negotiating procedures will be mutually agreed upon.