



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

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December 7, 2009

TO: Board of Education

FROM: Tim Peterson, Director, Human Resources

THROUGH: Dave Jones, Assistant Superintendent

SUBJECT: Approval of 2009-2012 K.P.E.S.A. Collective Bargaining Agreement-Item 11 c.

It is recommended that the 2009-2012 K.P.E.S.A. Collective Bargaining Agreement be approved as presented.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE KENAI PENINSULA BOROUGH
SCHOOL DISTRICT**

AND

**THE KENAI PENINSULA EDUCATIONAL SUPPORT
ASSOCIATION**

FOR THE YEARS

2009-2010

THROUGH

2011-2012

Kenai Peninsula Borough School District
and
Kenai Peninsula Educational Support Association

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PREAMBLE

In order to effectuate the provisions of Title 23, the Public Employment Relations Act (hereinafter the Act); and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of educational support employees of the School District, this Agreement is made and entered into on July 1, 2009 by and between the District and Association.

ARTICLE 1

ADMINISTRATION

- 1.1** The District hereby recognizes the Kenai Peninsula Educational Support Association/National Education Association-Alaska as the exclusive representative for all support employees in the Kenai Peninsula Borough School District excluding the Chief Financial Officer, Directors, secretaries for the Board/Superintendent, the Assistant Superintendent of Instruction, the Assistant Superintendent of Administrative Services, and the Chief Financial Officer, Programmer Analysts, IT Programmer, Human Resources staff, Transportation Supervisor, Student Nutrition Services Manager, Warehouse Supervisor, Payroll Specialists, Chief Accountant, Accountant, Nurse Supervisor, District-wide Pool Supervisor, Theater Manager, Data Analyst, and any person who is defined as temporary or substitute.
- 1.2** The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organizations representing any portion of the unit or potential member of the unit.
- 1.3** Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural.
- 1.4** In the event that the District assigns or directs an employee to perform duties regularly performed by an employee with a classification having a higher rate of pay, the assigned employee shall be paid at the higher rate of classification when the job is performed more than three (3) consecutive days or a prior agreed to pattern of days through the Human Resources Department. This pay will be retroactive back to the first day at the different classification.

ARTICLE 2

DEFINITIONS

Assignment: Refers to Job Classification and/or location(s).

Association: Is the Kenai Peninsula Educational Support Association

Association Representative: President of KPESA or her/his designee(s) including but not limited to officers and executive council members.

Bargaining Unit: All educational support employees who fill positions in various job classifications, as established in ARTICLE 1.

Board: School Board of the Kenai Peninsula Borough School District.

Building/Association Representative: A duly elected or appointed employee who represents the Association at the various work sites throughout the District.

Day: For the purposes of this Agreement, shall mean workday, except for those instances where it is specified as "calendar" day.

District: Kenai Peninsula Borough School District.

Employee: When used hereinafter in the Agreement shall refer to all support employees represented by the Kenai Peninsula Educational Support Association.

Grant Funded Employee: An employee hired in a grant funded position working 20 hours or more per week is eligible for all benefits described in this agreement with the exception of Article 13.

Immediate Supervisor: The lowest level of management personnel not in the bargaining unit, having evaluative responsibilities over any one employee or group of employees.

Interim Employee: An employee hired to replace a permanent employee on an approved leave. This person shall be eligible for all benefits as described in this agreement.

KPESA: When used hereinafter in the Agreement shall refer to the Kenai Peninsula Educational Support Association.

Part-Time Grant Funded Employee: An employee hired in a grant funded position working less than 20 hours per week is eligible for all benefits described in this agreement with the exception of health and life insurance, and Article 13.

Permanent Employee: An employee who holds a budgeted position. This person shall be eligible for all benefits as described in this agreement.

Permanent Part-Time Employee: An employee who is employed less than 20 hours per week in a budgeted position. This person shall be eligible for all benefits as described in this agreement with the exception of health and life insurance.

Personnel Action Form: A form issued upon employment which does not constitute a contract but is advisory to the employee concerning her/his date of employment, pay range and step, special terms of employment where applicable, job site, job classification, date of hire, and date of last physical exam.

Probationary Period: Upon hire an employee's probationary period shall continue for ninety (90) working days. During the probationary period, an employee may be dismissed for lack of job skills or other just cause.

Resignation: A voluntary action by an employee to sever employment with the School District.

Superintendent: Superintendent of Schools or her/his designee.

Termination: Discharge or any other action involuntarily severing employment with the School District.

Transfer: Refers to a change in Job Classification and/or location(s).

Workweek: A workweek shall be defined five consecutive days unless mutually agreed upon by the supervisor and the employee.

Year: For the purposes of this Agreement, shall mean July 1 through June 30, unless otherwise specified.

ARTICLE 3

ASSOCIATION RIGHTS

All employees in the bargaining unit shall either join the KPESA/NEA/NEAAK or pay a fee equal to the dues amount as per regulations of the Alaska Labor Relations Agency. The employees choosing to pay the fee shall do so understanding it as representing the costs of representing them. The fee shall be a condition of employment. In the event the Association demands termination of an employee for non-compliance with this section, the Association shall bear the full burden of proof and full burden of the total legal costs to both the Association and the District.

All fee payers and verified religious objectors shall be notified of their rights per Federal and State laws.

A. Dues/Fees Deduction

1. All Association dues/fees may be withheld by payroll deduction during a period of nine (9) months, September through May, upon receipt of the authorized membership requests. Deductions withheld will be paid monthly to the KPESA Treasurer.
2. The Association shall be notified of the names and work assignments of all new employees monthly.
3. The KPESA Treasurer shall annually notify the District as to dues/fee amount to be deducted.
4. Employees who join KPESA after the start of the school year shall have their dues and fees for association membership deducted from their paychecks in equal amounts over the months remaining in the school year.

B. Continuing Membership

A member who wishes to stop payroll deduction of the dues/fees must notify the Association and District in writing by the tenth (10th) of September of the school year such action is to become effective.

C. Association Representatives

The Association shall have the right to designate an Association/Building representative in every building site. The Association will provide the Superintendent's office with the name of the Association/Building representative so designated for each site.

D. Inter-School Mail

The Association may use the inter-school mail distribution consistent with United States Postal Rules and Regulations.

E. Release Time

An employee, acting as an Association Representative, shall suffer no loss of pay for working hours spent in conferences/meetings scheduled at District request.

F. School Board Meetings

A representative of the Association will be recognized on each School Board agenda, and a copy of the school board packet shall be sent to the Association president prior to each Board meeting.

G. School District Budget

It is agreed that the Association President shall receive one (1) copy of any District preliminary budget draft and the final approved budget on the same date that individual Board members receive their copy.

H. Use of Facilities and Equipment

The Association and its representatives shall have the right to use the school buildings and equipment, at no cost to the Association at all reasonable hours, for Association business with advance approval of the principal.

Any equipment lost, stolen, or damaged while in use by the Association shall be repaired or replaced at Association expense.

I. Benefit Information

Each new employee shall receive a packet of information to include a copy of the District Health, Dental, and Optical Plan booklet, a PERS booklet when available, and a list of the KPESA officers.

J. Bulletin Boards

The District agrees to furnish a bulletin board space at the employees' work site to be used by the Association.

ARTICLE 4

FAIR PRACTICES

The District and Association shall not discriminate against any bargaining unit member in matters of salaries, fringe benefits, similar terms and conditions of employment, or any other conditions of this Agreement on the basis of race, sex, color, religion, age, physical handicap, marital status, change in marital status, political affiliation, or national origin.

ARTICLE 5

MEMBERSHIP RIGHTS

- A.** The District agrees that it shall not directly or indirectly impede, restrain, or attempt to restrain any employee from belonging to the Association, taking an active part in Association affairs, or discriminate against any employee because of her/his Association membership or lawful Association activity.
- B.** The Association and the District agree that they shall not directly or indirectly harass, coerce, or put pressure of any type on an employee to join or not to join or to support or not support the Association or any of its activities.
- C.** District employees covered by this Agreement shall not be required to become members of the Association.

ARTICLE 6

MANAGEMENT RIGHTS

The District reserves unto itself the functions and activities of the Board, the standards of educational services, the school curricula, the District budget for operations and capital projects, the utilization of technology in the District's operations, the organization and staffing of school programs, the selection for hire of Educational Support Personnel, assignments and job descriptions.

ARTICLE 7

PERSONNEL FILES

- A.** All materials, including employee evaluations, placed in the permanent District Office employee's file and originating within the District shall be available to the employee or her/his designee for inspection on an individual conference basis by request and appointment. Permission must be given on the established form, in writing.
- B.** Material originating within the District regarding an employee's conduct, service, character, or personality shall not be placed in an employee's file unless it is dated and signed by the author, or a person witnessing the delivery of the material to the employee in question. A U.S. Postal return receipt card may be used as proof of signature. The employee shall have an opportunity to read any material before it is entered into her/his file. The employee will be requested to affix her/his signature to the actual copy to be filed. Such signature indicates only that the material has been seen, not agreement to its content.
- C.** Materials included in the employee's personnel file are subject to removal at the discretion of the Superintendent. One year after inclusion of material, an employee may make an appointment and meet with the Superintendent to discuss the removal of such material.

- D. If the Superintendent deems it necessary to retain the material, the employee shall be informed. The employee shall have twenty (20) days to respond to the material in the file.
- E. Evaluation forms and other documents pertaining to employee performance remain in the employee's personnel file, except as approved in C, above.
- F. Only one official personnel file shall be maintained for each employee. The employee shall have the right to respond in writing to any material filed, and such response shall be included in the file.
- G. All references and information originating outside the District on the basis of confidentiality and information obtained within the District in the process of evaluating the employee for initial employment shall not be available for inspection or response by the employee. It is also agreed that such material shall be destroyed, upon employee request after the employee has worked for the District for one (1) year.
- H. Each employee shall receive a copy of her/his evaluation.
- I. It is recognized by the Association that building files are maintained. Building files will not be transferred. Materials in the building file that are not contained in the personnel file will be destroyed after thirty-six (36) months.

ARTICLE 8

SAFETY AND LIABILITY

A. Employee Negligence

Except for acts of proven negligence or deliberate action, employees shall not be responsible for stolen or damaged property, lost credit cards or other credit documents if the employee promptly reports such damage or loss to the District.

B. Employee Safety

1. The District shall provide all clothing, when required by State Law or Regulation, tools, and equipment required, which will be maintained in a safe and satisfactory condition.
2. Safety devices and first aid equipment, as determined by the District, shall be provided at District expense. Employees shall be responsible for tools and equipment so supplied; ordinary wear and tear will be expected. Tools or equipment which become damaged or stolen through the employee's proven negligence or deliberate act shall be replaced or paid for by the employee.

3. No employee shall be discriminated against in any manner because of a refusal to operate unsafe equipment or work in an unsafe work environment as determined by State or Federal regulations. Employees who fail to comply with established equipment operations or work environment rules will be subject to district disciplinary procedures.
4. Employees shall be required to turn in equipment condition reports and unsafe work environments when requested by the District.

C. Safety Committee

1. The District shall have a Safety Committee. The Safety Committee shall be appointed within ninety (90) days of the signing of this contract. This committee is to make recommendations in matters concerning the safety of employees during the performance of their duties. The Safety Committee shall meet on an “as needed basis”.
2. KPESA will be entitled representation on the Safety Committee of two (2) KPESA members. In no event will KPESA have fewer members than any other bargaining unit.

D. Dispensing of Medication

The District recognizes that nurses dispensing of medication is the preferred option of the District. Employees working in the School buildings may be required to issue medication to students in accordance with the direction of a parent or a guardian. The District is responsible for the proper instruction of employees so required. The District shall indemnify employees who issue medication as directed and instructed as well as employees who train in the dispensing of medication. In schools without a full-time nurse, the secretary may request temporary secretarial assistance.

ARTICLE 9

TERM OF EMPLOYMENT

A. Personnel Action Form

Each educational support employee and her/his administrator will receive a "Personnel Action" form by the employee's last working day that provides employment information for the following fiscal year:

1. Number of working days.
2. Pay schedule (pay range and step).
3. Special terms of employment where applicable.
4. Location.
5. Job classification.
6. Date of original hire.
7. Reporting date.
8. Date of last physical.

If any change in the Personnel Action Form is made during the year, the employee and her/his administrator shall receive copies.

Should the District be unable to comply with the above notification date for good and sufficient reasons they shall notify the Association in writing, explaining the reasons for the delay and the expected date of compliance. In no event will the notification to the Association be later than May 30th.

B. Probationary Period

Each new employee will be employed for a probationary period to determine her/his potential in a position, as defined in Article 2.

Article 9A

CLASSIFICATION

An advisory classification committee will consist of a committee of support personnel and administrators. The Association shall select five support personnel within different job classifications to serve on the committee. In addition to the support personnel, two or more representatives should be appointed by the Superintendent. The number of administrators shall not exceed the number of support personnel.

The committee shall meet once a year in January to consider any classification requests. All requests must be submitted in writing to Human Resources before December 15.

After the committee has met and reached consensus on classification recommendations, the committee will meet with the Superintendent prior to the end of the school year to present its recommendation(s). Any changes approved by the Superintendent shall become effective July 1 of the coming year. All decisions by the Superintendent are final.

This Article is not subject to the grievance procedure.

ARTICLE 10

WORK RULES

A. Workday/Work Week

The District shall determine the workweek and workday. Employees shall be notified in writing a minimum of five (5) days prior to changes in assignment, including number of hours, days and/or week.

B. Position Vacancies

Prior to determining a vacancy, employees within a building who meet the qualifications and are currently in a position eligible for health benefits may be considered for placement in positions within the same job classification.

Within twelve (12) working days of determining that a vacancy has or will occur the District shall post the vacancy on the KPBSD web site. Vacancy announcements shall be posted for a minimum of five (5) full working days. The District shall email all vacancy announcements to the Association President or designee.

C. Transfers and Interim Positions

1. Employees who desire to apply for vacancies must submit a transfer request using the electronic application on the District website.
<http://www.kpbsd.k12.ak.us/departments.aspx?id=194>
2. Support employees who meet the minimum qualifications shall comprise at least sixty-six (66) percent of the number of applicants interviewed. If all transferees are granted interviews, the sixty-six (66) percent rule does not apply. Employees shall not be allowed to transfer more than one time during a school year unless the new position is more than twenty (20) miles from the current assignment and/or the new position has benefits, which the current position does not have. Employees who are interviewed but not selected may request in writing reasons for not being selected. A written response will be provided.
3. The most qualified applicant shall be selected to fill the position. All things being equal, preference will be given to District employees.
4. Years of experience with the District, within the job classification, shall be considered as one of the qualifications.
5. Should it be necessary to involuntarily transfer an employee in the midst of the begin/end dates of the Personnel Action form, the employee shall be given written reasons and granted an interview prior to the involuntary transfer. The employee shall receive five (5) days notice prior to the transfer. Should the employee desire, he/she may request a meeting with the Superintendent or his designee. The employee is entitled to Association representation at the meeting.
6. An employee involuntarily transferred shall have a priority to return to her/his previous assignment for a period of two (2) years following such involuntary transfer.
7. When an employee fills an interim position and it ends, that employee will be returned to the same or comparable position within the same geographic area. If position(s) have been eliminated, the RIF procedure will be used for reassignment. If the individual on leave does not return, those placed in interim positions shall be assigned to those positions. The time served in the interim assignment will count towards seniority and salary advancement.

D. Summer Employment

Summer work positions will be filled by current employees, whenever possible. If summer work is an extension of the same job, the employee shall receive pay presently in force for her/his position.

E. Shift Changes

Employees shall be scheduled to work on regular shifts. Employees' work schedules shall not be changed without notice to the employee at least five (5) work shifts prior to the date the change is to be effective, unless the Superintendent, Association President and employee agree to other arrangements.

F. Show-Up Time

Employees reporting to work and not put to work shall receive two (2) hours pay at their appropriate rate, unless notified not to report at the end of their previous shift or two (2) hours prior to the start of their shift.

Any permanent employee starting a shift or second half of the shift shall be guaranteed a minimum of one-half the number of hours in their normal work shift or second half of the shift.

G. Leave During Emergency Closures

In the event that it becomes necessary to close the worksite(s) because of inclement weather, volcanic disruption or other natural or manmade disasters, the district administration shall make every attempt to notify the appropriate media services.

No employee shall be required to remain at a worksite after the students have been dismissed and the building administrator has closed the worksite because of hazardous health and safety conditions. Employees may be assigned to another worksite.

Employees who are on approved leave on a day in which schools are closed shall not lose such approved leave.

When the District determines to make up school days missed, such scheduling of makeup days shall be accomplished with input from members of the bargaining unit in the affected buildings.

In case of extended closure these rules shall not apply (i.e., fire, earthquake, etc.).

H. Stand by Time

When employees are required to stand by because of temporary breakdown or shortage of materials, or for any other cause beyond their control, no time shall be deducted from this period and the finishing time or shift shall not be extended to make up the stand by time.

I. Call Back

An employee who is called back to work within four (4) hours after her/his regular shift is completed shall be paid for a minimum of four (4) hours. Overtime will be paid when applicable.

J. Building Checks

When an employee is required by the District to return to her/his building site outside of her/his regular workday, she/he shall be paid for a minimum of two (2) hours. Overtime will be paid when applicable.

K. Job Orientation

The District will provide job orientation to each new employee. The job orientation may include participating in job-alike opportunities, job-shadowing, working with department chairs or mentors, etc.

L. Overtime Pay

Any employee required to work more than eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times their hourly rate for each overtime hour worked. In the case where more than one employee can perform the job, the District and/or supervisor, whenever possible will distribute overtime on an equitable basis. Consistent with the request of an employee, the District may provide compensatory time off for the non-scheduled and/or overtime work to the extent that cash payment is not required by the federal Fair Labor Standards Act.

M. District Meetings

When employees are required by the District to attend meetings for the purpose of orientation or training outside of their scheduled work calendar, they shall be compensated at their rate of pay for actual hours in attendance.

When employees are required by the District to attend meetings, they shall be compensated for their time at their regular rate of pay, including overtime when applicable.

N. Lunch Break

An uninterrupted duty free lunch period of not less than thirty (30) minutes nor more than one (1) hour, shall be allowed approximately midway, but not to exceed five (5) hours of continuous work, of each shift. An additional lunch period of thirty (30) minutes shall be allowed when an employee works two (2) hours or more past her/his normal shift.

O. Relief Periods

All employees shall be allowed one (1) fifteen (15) minute relief break within every four (4) hour segment of work performed.

P. Pay Warrants

1. Pay Checks

- a. Monthly pay warrants will be issued on actual hours worked.
- b. If a regular day for pay warrants falls on a holiday or bank holiday, then the last working day before such a holiday shall be considered the day for pay warrant.
- c. Employees shall receive their pay warrants prior to the close of their shift on pay day.

- d. Effective July 1, 2009 all new hires will have their paychecks automatically deposited in one or more financial institutions of their choosing.
- e. The District shall itemize all deductions, as space permits on the pay warrant so employees can clearly determine the purpose for amounts which have been withheld, and the pay warrant shall include the number of straight-line hours and dues/deductions.

2. Savings Account Option

The District shall provide inservice at the beginning of the 2009-2010 school year for purposes of instructing employees on using a spreadsheet for an automatic savings deduction.

The District shall provide an automatic savings deduction through direct deposit. Completion of a savings direct deposit form is required to initiate this process. Click here for savings direct deposit form.

<http://www.kpbsd.k12.ak.us/privateAssets/0/16/22/518/540/556/51D941FE-B9BF-407B-A51A-88D2F7DE6B7D.xls>

Click here to access spreadsheet to assist in calculating monthly savings.

<http://www.kpbsd.k12.ak.us/privateAssets/0/16/22/518/540/556/411f719d-2371-49fb-a369-e4bd1a038cbc.xls>

Q. Pay Shortages

Pay shortages shall be processed after receipt of the employee's proven complaint. Pay shortages shall be paid as soon as possible, but in no event later than the next pay period.

R. Time Sheets

Time sheets shall reflect actual hours worked. Employees can access their timesheet history on the Webpay employee portal.

S. Termination Pay

When an employee is terminated, her/his wages become due immediately and shall be paid within seventy-two (72) workday hours. Checks will be mailed return receipt; there will be no exceptions.

T. Transportation of Students

Educational Support employees shall not be required to transport students in their own vehicle unless warranted by medical emergency.

U. Student Instruction/Supervision

No educational support employee other than educational support Instructional staff shall be required to perform teaching duties, or to assume sole responsibility for student supervision duties.

V. Substitutes

Substitutes will be hired for all support employees unless the building administrator and the employee agree otherwise.

W. Subcontracting

The District recognizes that employees currently working for the District are valued and provide an integral component in the education family. Every effort will be made not to contract out work currently performed by bargaining unit members or that could be performed by bargaining unit members. The District will keep KPESA timely informed of matters relevant to it and its employees.

X. Forced Absences

If the building administrator, a licensed personal physician, and/or a physician selected by the District, requires an employee to leave the building because of a work-caused health hazard not normally present in the environment which causes a physical illness or complicates a physical health condition, the employee shall be provided with leave with full pay and suffer no loss in benefits (including, but not limited to sick leave) until such time as the unusual condition is eliminated.

Y. Staffing Formulas

If the District anticipates a change in the current staffing formulas for employees, the District shall meet with KPESA leadership to discuss options.

ARTICLE 11

DISCIPLINE AND DISCHARGE

The Association agrees that the District has the right to discipline an employee, for just cause.

- A.** In cases where the District determines to discharge, suspend or demote an employee, said employee shall have the charges presented in writing and tendered, at the request of the employee, in the presence of an Association member. The employee shall be given two (2) weeks notice or two (2) weeks pay prior to involuntary discharge. In cases of drunkenness, dishonesty, disobedience, abandonment of duties, or unexcused absence of more than three (3) consecutive days, the employee shall be subject to immediate suspension and/or discharge without two (2) weeks notice or two (2) weeks pay.

- B.** Documented chronic use of sick leave in excess of sick leave accrual and/or patterned use of sick leave may be subject to discipline and discharge.
- C.** Where any disciplinary action involving an educational support employee(s) is undertaken, it will be handled in a confidential manner.
- D.** Any educational support employee discharged, suspended or demoted shall have full access to the rights as provided in Grievance Procedures. In cases of termination, the appeal process will begin at Level II.
- E.** Any educational support employee found by the Board, or the Administration, to have been suspended or discharged unjustly shall be reinstated with full compensation for all lost time and full restoration of all other rights and conditions of employment.
- F.** The District agrees to follow a policy of progressive discipline, provided, however, disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.
- G.** Any complaint not called to the attention of the employee within thirty (30) days, may not be used as the basis for any disciplinary action against the employee.

ARTICLE 12

RESIGNATION

- A.** A resignation is a voluntary statement in writing on the part of an employee that she/he desires to sever employment with the District.
- B.** The employee shall give the District two (2) weeks notice before leaving her/his employment. Employees leaving without two (2) weeks notice may not be eligible for re-hire.
- C.** This notice period may be shortened through mutual agreement beforehand between the District and the employee.
- D.** Upon resignation after twenty school years of service with the District or upon retirement from the District through PERS, an educational support employee shall be paid sixty-seven percent (67%) of her/his normal hourly rate for unused sick leave. If the State grants credit for unused sick leave under PERS, the employee at her/his option shall be allowed to apply for retirement credit all or a portion of accrued sick leave.
- E.** Upon resignation, employees with at least 15 years, but less than 20 years of service, may donate 25% of their accumulated, unused sick leave to the sick leave bank.

ARTICLE 13

REDUCTION IN FORCE

A. Layoff *

A reduction in force includes elimination of a position or a reduction in hours below eligibility for health benefits. Whenever possible, layoff will be accomplished through normal attrition. Further, the District shall attempt to lessen the impact and extent of a layoff through voluntary transfers, encouragement of unpaid leaves, and early retirement when available. The District shall consider seniority transfer requests of qualified employees at affected sites in lessening the RIF impact. Should a layoff be determined necessary by the District for a reason not prohibited by law, the following procedure will apply:

1. All employees shall have a seniority date, established as the date of hire.
2. All employees shall be assigned to one of three major geographic zones: Homer, Central Peninsula, Seward.
3. The District shall prepare and maintain the seniority list. The initial seniority list shall be prepared and distributed to the Association each year within thirty (30) days of the first day of school. The list will be updated each January.
4. The Seniority list shall indicate an employee's seniority, job classification, and range.
5. In the event of a necessary reduction in work force, the District shall first lay off the least senior employees within the job classification and geographic area affected.
6. In the event of more than one individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lot to determine position on the seniority list. The Association and affected employees shall be notified of the drawing in writing and shall have the opportunity to be present.
7. A laid off employee shall upon application be granted first priority on the substitute list.

*Excluded from participation in the above RIF provision shall be employees and positions at: Port Graham, Nanwalek, Hope, Seldovia, and Tyonek. Should RIF be necessary at these sites, the least senior employee shall be laid off.

B. Rehire

1. Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified. If the new position is more than twenty-five (25) miles from the previous work site, the employee may refuse to take the offered position and still retain all rehire rights. The employee must accept the offer of position within five (5) working days of notification by certified letter, or forfeit her/his rehire rights.

2. Laid off employees shall remain on a rehire list for twenty-eight (28) months following the layoff. It is the laid off employee's responsibility to inform the District of the current address and phone number of contact. If the District attempts to contact the employee at the last known address and/or phone number and cannot because of invalid information, the employee will be removed from the rehire list.
3. It is the responsibility of the laid off employee to inform the School District of her/his interest in and availability for rehire, before March 15th annually, in order to retain rehire rights. Failure to inform the District will result in loss of rights to preferential hire.

C. Definitions

Qualified for the purposes of this procedure shall mean the educational support personnel has previous satisfactory district experience in job classification and/or demonstrates skills required for the position.

Seniority shall be defined as length of continuous service part-time or full-time, or a combination of both, measured from most recent date of employment. District-approved professional, educational, sabbatical, health or military leave shall not be considered as interruption of service and time on such leaves shall be counted toward seniority.

ARTICLE 14

MILEAGE REIMBURSEMENT

When an employee is required by her/his immediate supervisor to use her/his own vehicle for District business, the District shall reimburse the employee at the mileage rate established per Board policy. (See www.gsa.gov).

ARTICLE 15

SPECIAL CERTIFICATE OR LICENSE REIMBURSEMENT

Bargaining unit members who are required, as a condition of employment, to acquire or maintain a certificate or license shall be reimbursed for the cost of such certificate or license.

Employees whose certificate or license expires must be able to submit proof of complete application at least thirty (30) days prior to expiration to be eligible for reimbursement.

ARTICLE 16

SALARY SCHEDULE

2009-2010 Salary Schedule

RANGE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	FINAL
1	13.94	14.18	14.45	14.71	14.97	15.24	15.66	15.92	16.20	16.49	16.82	17.14	17.47	17.83	18.18	18.54
2	14.67	14.94	15.22	15.52	15.81	16.10	16.53	16.83	17.13	17.44	17.77	18.12	18.48	18.84	19.23	19.61
3	14.98	15.25	15.57	15.86	16.14	16.44	16.90	17.18	17.49	17.82	18.14	18.50	18.88	19.25	19.64	20.03
4	15.53	15.82	16.13	16.42	16.76	17.11	17.56	17.86	18.18	18.51	18.87	19.23	19.61	20.01	20.40	20.82
5	16.03	16.33	16.67	16.99	17.31	17.66	18.16	18.46	18.79	19.15	19.50	19.88	20.28	20.69	21.10	21.52
6	16.55	16.87	17.21	17.54	17.91	18.26	18.75	19.08	19.44	19.79	20.17	20.56	20.98	21.39	21.83	22.26
7	17.11	17.43	17.80	18.16	18.52	18.92	19.43	19.76	20.12	20.49	20.88	21.29	21.72	22.15	22.60	23.05
8	17.69	18.08	18.43	18.81	19.21	19.61	20.16	20.52	20.88	21.28	21.68	22.10	22.56	23.00	23.46	23.93
9	18.37	18.73	19.15	19.54	19.94	20.37	20.94	21.29	21.67	22.08	22.50	22.94	23.40	23.87	24.35	24.82
10	19.06	19.47	19.86	20.29	20.73	21.21	21.78	22.16	22.57	22.99	23.43	23.88	24.37	24.86	25.34	25.85
11	19.80	20.25	20.68	21.11	21.61	22.05	22.65	23.06	23.48	23.93	24.39	24.86	25.37	25.88	26.40	26.92
12	20.62	21.07	21.51	22.00	22.47	22.99	23.62	24.07	24.50	24.96	25.45	25.94	26.46	26.99	27.53	28.08
13	21.48	21.94	22.47	22.94	23.44	24.00	24.66	25.11	25.57	26.05	26.55	27.08	27.61	28.17	28.74	29.31
14	22.43	22.93	23.43	23.99	24.52	25.11	25.77	26.27	26.75	27.26	27.79	28.33	28.90	29.47	30.07	30.67
15	23.42	23.98	24.50	25.08	25.66	26.26	26.98	27.47	27.98	28.51	29.06	29.63	30.23	30.84	31.45	32.07
16	22.43	22.93	23.43	23.99	24.52	25.11	25.77	26.08	26.57	27.08	27.59	28.13	28.69	29.28	29.86	30.45
17	23.47	24.03	24.56	25.15	25.73	26.22	26.95	27.26	27.77	28.29	28.83	29.41	29.99	30.59	31.20	31.82
18	24.54	25.12	25.69	26.30	26.89	27.53	28.29	29.43	29.98	30.56	31.14	31.76	32.39	33.04	33.70	34.37
19	27.62	28.22	28.82	29.45	30.09	30.76	31.56	32.12	32.68	33.26	33.87	34.50	35.14	35.80	36.49	37.17

2010-2011 Salary Schedule

RANGE	Initial	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	FINAL
1	12.90	14.21	14.46	14.73	15.00	15.26	15.54	15.98	16.24	16.53	16.82	17.15	17.48	17.82	18.18	18.54	18.91
2	13.60	14.97	15.24	15.52	15.83	16.12	16.42	16.86	17.16	17.47	17.79	18.13	18.48	18.85	19.22	19.61	20.01
3	13.87	15.28	15.55	15.88	16.18	16.46	16.77	17.24	17.52	17.84	18.17	18.50	18.87	19.25	19.64	20.03	20.43
4	14.39	15.84	16.13	16.45	16.75	17.10	17.45	17.91	18.21	18.54	18.88	19.24	19.61	20.01	20.41	20.81	21.24
5	14.85	16.35	16.65	17.00	17.33	17.65	18.01	18.52	18.83	19.17	19.53	19.89	20.28	20.69	21.10	21.52	21.95
6	15.34	16.88	17.21	17.56	17.90	18.27	18.63	19.13	19.47	19.83	20.19	20.57	20.97	21.40	21.82	22.27	22.70
7	15.85	17.45	17.78	18.16	18.52	18.89	19.30	19.82	20.16	20.53	20.90	21.30	21.71	22.15	22.60	23.05	23.51
8	16.42	18.04	18.44	18.80	19.19	19.59	20.01	20.56	20.93	21.30	21.70	22.12	22.54	23.01	23.46	23.93	24.41
9	17.03	18.73	19.11	19.53	19.93	20.34	20.78	21.35	21.71	22.11	22.52	22.95	23.40	23.87	24.35	24.83	25.32
10	17.69	19.44	19.86	20.26	20.70	21.14	21.63	22.21	22.61	23.02	23.45	23.90	24.36	24.85	25.35	25.85	26.37
11	18.83	20.20	20.65	21.09	21.53	22.04	22.49	23.10	23.52	23.95	24.41	24.88	25.35	25.87	26.39	26.92	27.45
12	19.14	21.04	21.49	21.94	22.44	22.92	23.45	24.09	24.55	24.99	25.46	25.96	26.46	26.99	27.53	28.08	28.64
13	19.93	21.91	22.38	22.92	23.40	23.91	24.48	25.15	25.61	26.09	26.57	27.08	27.62	28.16	28.74	29.31	29.89
14	20.82	22.88	23.39	23.90	24.47	25.01	25.61	26.29	26.80	27.28	27.80	28.34	28.90	29.48	30.06	30.67	31.28
15	21.76	23.89	24.46	24.99	25.59	26.17	26.79	27.52	28.02	28.54	29.08	29.64	30.22	30.84	31.45	32.08	32.72
16	20.82	22.88	23.39	23.90	24.47	25.01	25.61	26.29	26.60	27.10	27.62	28.14	28.69	29.27	29.86	30.46	31.06
17	21.81	23.94	24.52	25.06	25.65	26.24	26.74	27.49	27.80	28.32	28.85	29.41	30.00	30.59	31.20	31.82	32.46
18	23.01	25.56	26.14	26.71	27.32	27.91	28.55	29.31	30.45	31.00	31.58	32.16	32.78	33.41	34.06	34.72	35.39
19	25.35	28.17	28.78	29.40	30.03	30.69	31.37	32.19	32.76	33.33	33.93	34.54	35.19	35.85	36.52	37.22	37.92

Employees will remain on the same cell this year as 2009-10

2011-2012 Salary Schedule

RANGE	Initial	A and B	C and D	E and F	G and H	I and J	K and L	M and N	O and Final
1	13.16	14.62	15.16	15.71	16.43	17.01	17.66	18.36	19.29
2	13.87	15.41	15.99	16.60	17.35	17.98	18.67	19.42	20.41
3	14.15	15.72	16.35	16.95	17.73	18.37	19.06	19.83	20.84
4	14.68	16.31	16.93	17.62	18.42	19.09	19.82	20.61	21.65
5	15.15	16.83	17.51	18.19	19.05	19.74	20.49	21.31	22.39
6	15.65	17.38	18.08	18.82	19.68	20.41	21.19	22.04	23.17
7	16.17	17.97	18.71	19.48	20.39	21.13	21.94	22.82	23.98
8	16.75	18.61	19.37	20.20	21.16	21.93	22.78	23.70	24.90
9	17.37	19.30	20.13	20.97	21.96	22.76	23.64	24.59	25.84
10	18.04	20.04	20.89	21.81	22.86	23.70	24.61	25.61	26.90
11	19.21	20.83	21.74	22.71	23.78	24.66	25.62	26.66	28.01
12	19.52	21.69	22.63	23.65	24.81	25.73	26.73	27.80	29.21
13	20.33	22.59	23.63	24.68	25.89	26.86	27.90	29.02	30.49
14	21.24	23.60	24.67	25.82	27.07	28.09	29.19	30.37	31.91
15	22.20	24.66	25.80	27.01	28.32	29.38	30.53	31.77	33.37
16	21.24	23.60	24.67	25.82	26.97	27.91	28.99	30.16	31.69
17	22.25	24.71	25.86	27.02	28.20	29.16	30.30	31.51	33.11
18	23.47	26.37	27.56	28.80	30.48	31.91	33.12	34.41	36.12
19	25.86	29.04	30.31	31.65	33.12	34.30	35.56	36.91	38.72

ARTICLE 17

PAYMENT CONDITIONS

A. Shift Differential

The District shall pay a shift differential of twenty-five (25) cents per hour to all employees assigned to work the swing shift, and forty (40) cents per hour to all employees assigned to work the graveyard shift.

B. Pay Step

One work year with the District will qualify an employee for one step on the salary schedule. New employees hired prior to November 16th who complete their Personnel Action Form will qualify for one step on the salary schedule.

C. Rate of Holiday Compensation

Holidays shall be paid for at a straight time rate if not worked. Employees required to work on any of the holidays named in Article 19 shall be paid two (2) times their basic rate of pay.

An employee on unpaid status either the work day before or after a holiday shall not receive holiday pay.

D. Initial Pay Schedule Placement

The District reserves the right to start an employee at other than Step A of the Pay Schedule.

E. Nurses

All school nurses hired by the School District shall be a RN (Non-BSN or a RN-BSN).

ARTICLE 17A

DISCRETIONAL FUNDS

The School Board shall allocate a discretionary material fund in the amount of \$100.00 per each Tutor, Bilingual Instructor, Sugcestun Instructor, and SpEd Interpreter for Deaf/Cert/Licensed, for incidental instructional materials. Half-time employees shall receive one-half the amount allocated to full-time employees. Any monies not utilized by May 1 will revert to the site's general fund.

ARTICLE 18

LEAVES AND BENEFITS

Annual Leave: Applies to 12-month employees only.

- A. All permanent 12-month employees shall accrue annual leave at the following rates, and all permanent 12-month employees working less than eight (8) hours, but for four (4) or more hours shall accrue annual leave at the following rates on a pro rata basis:

<u>LENGTH OF SERVICE</u>	<u>EARNED MONTHLY</u>	<u>ANNUAL LEAVE</u>
0 through 2 years	1-1/4 days	15 working days
Over 2 years but less than 5 years	1-3/4 days	21 working days
Over 5 years	2 days	24 working days

- B. Employees remaining in the same job classification receiving a change in status of a permanent full-time employee who works less than twelve (12) months to a twelve (12) month position will have her/his length of service determined by each year of less than twelve (12) month employment being equal to one (1) year of employment. Should a 9 or 10-month position employee transfer to a 12-month position, the person must have completed at least one half of their work year for that year to count towards 12-month service.
- C. Annual leave will not begin to accrue until an employee has completed her/his probationary period. Thereafter, she/he will accrue annual leave retroactive to the day of employment. Annual leave will not accrue while an employee is on leave without pay.
- D. Annual leave may be accrued to a total of forty-three (43) days. One-half of the annual leave accrued must be used by June 15 of each current year.
- E. An employee must have been employed for a total of six (6) months before becoming eligible to apply for annual leave benefits.
- F. Prior approval is required before annual leave days are taken.
- G. Annual leave has cash value upon termination or resignation based on employee's regular rate of pay. Upon death of the employee, one hundred percent (100%) of the employee's unused annual leave shall be paid to the employee's estate based on the employee's regular rate of pay. This provision is not applicable when terminated for just cause.
- H. Permanent part-time employees are not eligible for annual leave.
- I. Annual leave may be used in a minimum of one (1) hour increments.

ARTICLE 19

HOLIDAYS

All employees will receive the following paid holidays if included in their work year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, the day before Christmas and Christmas Day. In addition, each twelve (12) month employee shall have one (1) floating holiday to be used at the employee's discretion.

An employee on unpaid status either the work day before or after a holiday shall not receive holiday pay.

Holidays Falling on Weekend ~ If any of the above holidays fall on Sunday, the following Monday shall be considered the legal holiday. When any of the above holidays fall on Saturday, the Friday immediately preceding the holiday shall be considered to be the holiday.

ARTICLE 20

PERSONAL LEAVE

- A. All employees may earn four (4) of their assigned workdays as personal leave each year cumulative to eight (8) working days.
- B. Except in the case of extreme emergency or situation in which the administrator involved and the District Superintendent shall consider as particularly extenuating, personal leave will not be granted for the first or last day of school. Personal leave may be granted on the day before and/or the day after school vacation or holiday.
- C. Prior approval is required before personal leave days are taken.
- D. Unused personal leave may be cashed in by submitting application no later than May 31 per the following guidelines:
 - 1. No more than three (3) days per year may be cashed in.
 - 2. The value of each day will be equivalent to the employee's per diem.
 - 3. The cash out provision is available only at the end of the school year.
- E. Employees may purchase one (1) additional personal leave day at the substitute rate of pay after all accrued personal leave has been exhausted
- F. Personal leave shall be used in a minimum of one (1) hour increments.
- G. An employee working a 215 or 216 day work calendar where at least one day falls in each calendar month shall receive one additional day of personal leave. This day may not accumulate or have cash value.

ARTICLE 21

ASSOCIATION LEAVE

The Board shall provide the Association sixty (60) days per year for Association Leave for Association business. All Association leave shall have prior approval of the KPESA president, building administrator, and Human Resources. Days beyond the sixty (60) if approved, shall be done so with the understanding that the Association will pay the substitute costs, if any. The unused leave will be allowed to accumulate from year to year to facilitate negotiation years.

A maximum of fourteen (14) days, to be used for official NEA State or National business, at District expense, shall be approved for employees elected to State or National NEA offices.

Whenever any representative of the Association or any support employee is mutually scheduled by the School Board or the Administration and the Association to participate during the working hours for grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay. Nor shall there be any leave charged to the employee or the Association.

The District agrees to grant a leave time request for the President of the Kenai Peninsula Education Support Association for each year of the current contract, if requested. The President's release time shall be granted by the District, provided that the following conditions are met: (a) the Association shall pay the salary and benefits equal to the amount of release time; (b) the President shall not be released until the District has found an acceptable substitute who can perform the President's professional duties and responsibilities; (c) the request must be made in writing prior to April 15 of each year for the following school year; (d) should the Association choose to have .50 or more release time for the President, the Association will bear 100% of the annual benefit package for the President. At the conclusion of President's release, the employee shall be returned to her/his building position held prior to the leave.

ARTICLE 22

CIVIC LEAVE

A. Jury Duty

Employees required to serve on Jury Duty or subpoenaed as a witness shall suffer no loss in regular earnings to a maximum of forty (40) hours per week.

1. If a support employee misses work because of jury duty, or is required by subpoena to give testimony before a judicial or administrative tribunal in a proceeding in which the employee is not a part, i.e., plaintiff, defendant, etc., the employee shall be paid her/his normal compensation for any periods of work so missed.
2. When an employee is summoned as a witness or for Jury Duty, this shall constitute her/his work shift and she/he shall not be required to report to her/his work site for that day.

B. Community Service

If an employee is a volunteer firefighter, or is an Emergency Medical Technician she/he may be immediately released from duty in order to respond to an emergency call. Any compensation earned while performing such volunteer service shall be remitted to the District in an amount not to exceed the salary which would have been earned had the employee been on duty. Procedures for such use shall be on file in the principal's office.

ARTICLE 23

UNPAID LEAVE OF ABSENCE

- A.** Any employee may, upon written request to the Superintendent and with approval of the School Board, be granted an unpaid leave of absence for illness, professional study, or military duty, or for personal reasons. Unpaid leaves of absence may only be granted to employees who have completed five (5) years of service in the District.
- B.** An unpaid leave of absence is a benefit of the contract and not meant to incur the District the cost of unemployment insurance. An employee on an approved LOA may request to be assigned to an open position before their normal return time.
- C.** When granted unpaid leaves of absence, employees will only be guaranteed re-employment upon their return to duty if they return on the date specified in their request for leave. However, upon mutual agreement, any unpaid leave may be extended. Notification of such return must be given to the Superintendent in writing by February 1. Further, the employee, upon her/his return, may be assigned to the same or comparable position within her/his geographic area and continue on the same range and step on the salary schedule the employee was on when the leave was granted.
- D.** If an employee on unpaid leave of absence remains away from duty beyond the expiration of her/his leave or renewal, her/his position shall be considered vacant.
- E.** Leaves of two (2) weeks or less for extenuating circumstances may be approved by the Superintendent.
- F.** Employees may leave their contributions with the retirement system during leave of absence. Also, the employee has the option of maintaining health and life insurance at the employee's expense.

ARTICLE 24

LEAVE OF ABSENCE FOR RESERVE OR AUXILIARY MEMBERS OF ARMED FORCES. (AS39.20.340)

An employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or efficiency rating on all days during which the employee is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed 16 1/2 working days in any 12-month period. If the military pay is less than the employees normal gross wage, the employee will be compensated up to his or her normal gross wage from the district.

If an employee is called to active duty by the governor, an employee otherwise qualified under (a) of this section is entitled to five days leave of absence without loss of pay, time, or efficiency rating.

Upon approval of the Board of Education, the above leave and conditions may be extended for up to one (1) year of leave.

For the purpose of computing leave and longevity, short-term military leave will count as full-time service with the employer.

If the employee has the option to serve her/his military duty when school is not in session, that person shall elect that option.

ARTICLE 25

SICK LEAVE

- A. Each permanent eight (8) hour employee shall accrue sick leave from the date of employment at the rate of one and one-third (1 1/3) days per month, per pay period according to an employee's personnel action form with unlimited accumulation, regardless of status. A minimum of one hour will be used for each absence. Absences that exceed 1 hour will be recorded in 15 minute increments.

Each employee working less than eight (8) hours shall accrue sick leave from the date of employment on a prorated basis per month with unlimited accumulation. A minimum of one hour will be used for each absence. Absences that exceed 1 hour will be recorded in 15 minute increments.

- B. An employee may use accrued sick leave for leave due to illness, accidents, or medical, dental, or optical appointments.
- C. Employees will be eligible for sick leave due to personal disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery in the same manner as all other disabilities.

- D. A maximum of ten (10) days of sick leave shall be granted to an employee, in the event of serious illness, accident, hospitalization or temporary confinement in her/his immediate family. Employees may be eligible to use additional leave under provision I of Article 25, and should contact Human Resources for more information. For leave of more than five (5) days, the District shall require a written statement from a licensed physician or practitioner.
- E. A maximum of three (3) days of sick leave may be used for parental purposes within the first week of the birth or adoption of a child. Employees may be eligible to use additional leave under provision I of Article 25, and should contact Human Resources for more information.
- F. All leaves contained in this section shall be subtracted from the employee's sick leave allowance.
- G. For purposes of this section, members of the immediate family include husband, wife, father, mother, son, daughter, parent-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, guardian, and ward.
- H. Due to extenuating circumstances, exceptions to any of the provisions contained in this section may be granted at the discretion of the Superintendent.
- I. The District and the Association agree that employees in the bargaining unit are allowed to choose provisions of the Federal or Alaska Family Medical Leave Acts, notwithstanding language in the leave section of the agreement.
- J. The employee's estate shall receive the monetary value of sixty-seven percent (67%) of the deceased's unused sick leave balance upon the death of the employee.
- K. Upon request by the District, the employee will submit proof that the leave was used for approved purpose(s).

ARTICLE 25A

A SICK LEAVE BANK

The sick leave bank will be administered as follows:

1. All employees beginning services with the District shall contribute one (1) day to the sick leave bank following the January pay period.
2. Employees shall not be requested to make further contribution unless the number of days in the bank drops below 500.
3. At such time as the bank drops below 500 days, each employee shall contribute one (1) day to the sick leave bank.
4. The bank is to be administered jointly by the Superintendent and the Association.

5. Sick leave days from the bank may be granted only when the number of sick leave days accumulated by the bargaining unit member have been exhausted. Withdrawals may be made for up to twice the number of sick leave days accumulated before the employee's first scheduled work day or 24 days, whichever is greater. The employee is not automatically entitled to the number of days for which she/he may be eligible.

ARTICLE 25 B

USE OF SICK LEAVE FOR BEREAVEMENT

Accrued sick leave may be used for bereavement in the event of death in the immediate family, for a maximum of ten (10) work days. This leave must be taken within thirty (30) calendar days of death of the immediate family member.

For purposes of this section only, immediate family is defined as parent, spouse, child, brother, sister, grandchild, (including in-laws and step relationships) grandparent, guardian, ward and dependents living in the household.

In the event of the death of a colleague or student in a school where the employee works, the employee may use up to eight hours of his or her accrued sick leave to attend a funeral or memorial service. The employee may claim on his/her timesheet up to four hours of this leave from the sick leave bank.

Exceptions to the provisions contained in this section may be granted upon submission of the request to the Superintendent.

Upon request by the District the employee will submit proof that the leave was used for the approved purpose.

ARTICLE 26

PHYSICAL EXAMINATIONS REIMBURSEMENT

- A. Physical exams are required per 4 AAC 06.050. Examinations shall be required for employees every three years. The District shall reimburse an employee for the cost of required medical examinations up to one hundred twenty-five dollars (\$125) in addition to the cost of required examinations for positive ppd. test, subject to copy of receipt of payment to the doctor and completed medical examination form.
- B. Employees who are required to have a medical examination will be notified by the District.
- C. Upon receipt of all necessary documents, reimbursement shall be issued by the District within thirty (30) days after receipt of necessary documents.
- D. No payment shall be made for medical examination required for initial employment.

- E. Employees who fail to satisfy the physical examination requirements according to the District established deadline shall be placed on leave without pay until the physical examination requirement is satisfied.
- F. No reimbursement will be made to an employee who fails to satisfy the established physical examination deadline.

ARTICLE 27

HEALTH CARE

The District health care program is self-funded. Program costs are solely a product of administrative expenses and actual claims experience.

A health care cost committee shall determine and control the health care program for all District employees covered by the program during the term of this agreement including but not limited to the following; setting the amount of employee monthly contributions and dependent coverage costs, benefits and coverage provided, cost containment measures, evaluating and deciding the outcome of appeals, regulating use of the health care cost reserve account, and implementing any wellness measures it deems beneficial to employees and the health care program. The committee will be composed of up to nine (9) members and KPESA will be entitled to at least three (3) Association representatives on the committee. The Director of Human Resources will be the plan administrator.

The committee shall annually review by-laws in September of each year unless the committee deems that an alternate time would be better. The committee will meet monthly unless this is changed by the committee members in accordance with the committee's by-laws.

Only permanent and permanent part-time employees who currently work four (4) or more hours per day are eligible for year-round health care benefits.

The District will make contributions to the health care program for each participant on a 12-month basis as follows:

- FY10 950.00 per eligible employee per month
- FY11 975.00 per eligible employee per month
- FY12 975.00 per eligible employee per month

Employee participants will make contributions to the health care program on a 12-month basis as follows:

- FY10 175.00 per eligible employee per month
- FY11 200.00 per eligible employee per month
- FY12 200.00 per eligible employee per month

Effective FY 10 and FY 11, benefits are afforded to the employee, spouse and all eligible dependents. Effective FY 12, health benefits are afforded to employees only. Effective July 1, 2011 employees may elect to have dependent and/or spouse coverage per the following rate schedule:

Dependent Coverage: \$5.00 per month per dependent (up to four)
Spouse Coverage: \$10 per month
Family Coverage (spouse and dependents): \$30 per month

Employees who have elected no spousal and/or dependent coverage may, during open enrollment, add that coverage.*

Effective FY 10, all permanent and permanent part-time employees who work four (4) or more hours per day are required, as a condition of employment, to participate in the KPBSD health plan. Effective FY 11 and 12, all permanent and permanent part-time employees who work six (6) or more hours per day are required, as a condition of employment, to participate in the KPBSD health plan.

Employees first hired with the District on or after July 1, 2010, for at least 4 hours per day or .50 FTE, but less than 6 hours per day or .75 FTE, may opt out of health care coverage altogether. The choice to opt out will be made upon initial employment and will be irrevocable* unless a person is rehired after employment has been terminated more than 1 school year.

*Guidelines involving “qualifying event” and “pre-existing conditions” will be followed in accordance to the health plan document. <http://www.kpbsd.k12.ak.us/employees.aspx?id=10156>

All funds deposited into the health care account in excess of actual expenditures will be placed in the health care cost reserve account to be used only to offset future health care cost increases.

Expenditures in excess of available health care cost account reserves shall be borne equally between the District and all eligible employees. Should health care costs remain below the negotiated monthly cap per employee for a twelve (12) month period, any such savings shall be applied to the reserve account to offset future year expenses and/or provide additional benefits.

The District agrees to work with the health plan committee to provide reasonable time for meetings and provide adequate support including an expert health care consultant for plan design. Administrative leave will be provided for all participants.

The District shall maintain a “reward” system to protect the plan from inaccurate charges by Service Providers. The District and employee shall evenly divide any monetary benefits resulting from the correction of such charges. Errors made by the plan administrator are ineligible for this reward.

A flexible benefit account program, under the provision of Section 125 of the Internal Revenue Service Code, will continue.

ARTICLE 28

LIFE INSURANCE

- A.** Life insurance coverage in an amount equal to the employee's annual salary rounded to the next highest thousand will be provided by the District at no cost to all eligible employees. An employee may increase coverage to a maximum of double her/his salary by paying the additional premium. In the event of accidental death, the insurance shall pay double the specified amount.
- B.** It is the employee's responsibility to sign and return the application card. All employees will complete and have on file in the accounting office a listing of beneficiaries.
- C.** Term life insurance in the amount of ten thousand dollars (\$10,000) or the employee's annual salary, whichever is less, shall be provided for the spouse of the employee at no additional cost to the employee. The ten thousand dollar (\$10,000) coverage does not apply when both husband and wife are employees of the School District.
- D.** Dependent coverage (optional): Dependent benefits shall be two thousand dollars (\$2,000) per dependent. The cost to the employee shall not exceed the per month premium rate established by the carrier and shall cover all listed dependents.
- E.** Conversion provisions: Any employee may obtain, within thirty (30) days after termination (for any reason), an individual policy without a physical examination, subject to the provisions and rates established by the insurance carrier.

ARTICLE 29

TRAVEL INSURANCE

- A.** The District shall provide a travel insurance policy with a benefit in the amount of one hundred thousand dollars (\$100,000) in the event an employee is killed while traveling on District approved business or during the course of any bona fide trip made by an employee for the District. Such trip shall be deemed to have commenced when the employee leaves her/his residence or place of regular employment for the purpose of going on such trip, whichever last occurs, and shall continue until such time as she/he returns to her/his residence or place of regular employment, whichever first occurs.
- B.** Air travel is covered only if on a commercial flight or commercially licensed air taxi service approved by the District for such trip.
- C.** Travel to and from work is not covered.
- D.** The beneficiaries will be the same as those listed for the regular life insurance program.

ARTICLE 30

WORKER'S COMPENSATION

- A.** The School District, being required by law to carry worker's compensation insurance on all employees, agrees to cover those accidents that happen while an employee is on the job or in any function in compliance with a direct order by a supervisor(s).
- B.** A worker's compensation report must be filed in the District Office within forty-eight (48) hours of the accident. Forms shall be available in all school offices.
- C.** The employee has two compensation options during any absence in conjunction with a work-related injury. The employee may choose to take either:
 - 1. Worker's compensation payments in lieu of a salary benefit and therefore retain her/his accrued sick leave;
 - or
 - 2. Worker's compensation payments and receive, through use of sick leave, additional wages up to the employee's normal gross wage. The sick leave payments will be made when the employee returns to work with no limitations.

If the employee selects this option but is unable to return to work, the employee shall be made whole from the time the employee is absent due to a work related injury to the date the employee is terminated due to inability to return to work.
- D.** An employee on worker's compensation shall accrue all leave benefits available for that position.
- E.** Employees involved in a long-term work related injury shall receive an orientation on the ramifications of workers' compensation, to include leave, pay, and benefit issues.

ARTICLE 31

IN-SERVICE TRAINING

In an effort to improve employee skills, the District agrees to provide in-service day(s) on an as needed basis in identified areas. These in-service day(s) shall be workdays and shall be jointly planned by the Association and the District.

One day shall be planned annually for all custodial staff.

ARTICLE 32

OTHER DEDUCTIONS

Upon appropriate written authorization as established by the District, the School Board shall deduct from the salary of any employee and make appropriate remittance for tax sheltered annuities, credit union, bank or any other plan or program approved by the School Board.

ARTICLE 33

CAREER DEVELOPMENT PROGRAM

- A. A career development program shall be funded at a cost not to exceed twenty thousand dollars (\$20,000) for each contract year.
- B. The Association may make program recommendations to the Superintendent for the expenditure of these funds. Upon request, a member of the Superintendent's staff will serve as an advisor to the committee.
- C. Upon approval by the Superintendent or her/his designee, any work time charged for a Career Development Grant shall be considered.

ARTICLE 34

GRIEVANCE PROCEDURES

A. Definitions

Grievant shall mean an employee, or group of employees, or the Association filing a grievance.

Grievance shall mean a claim by a grievant that there has been an alleged violation, misinterpretation, or misapplication of the Agreement, or a violation of official Board policy.

Party of Interest is the person, or persons, making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

Days shall mean employment days, except as otherwise indicated.

B. Right to Representation

The Board shall recognize grievance representatives upon their identification by the Association. At least one (1) Association representative shall be present for any meetings, hearings, or appeals, or

other proceedings relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance (complaint) to discuss the matter informally with his/her supervisor, then the Superintendent, and finally the School Board. It is understood that the KPEA is the only organization that may provide representation for a grievant.

C. Procedure

Level I

The parties of interest acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. The grievant may present the grievance in writing within thirty (30) days to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Level II

If the grievant is not satisfied with the disposition of her/his grievance at Level I, or if no decision has been rendered within five (5) days after presentation of the grievance, the grievance may be referred to the Superintendent or his/her official designee. This must be done within fifteen (15) days from the time of the Level I disposition. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of his/her receipt of the appeal. The parties of interest shall have the right to include in the representation such witnesses and counselors, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent and/or designee will have five (5) days to provide his/her written decision, together with the reasons for the decision to the Association.

Cases involving language or contract interpretation will move to Level IV without a Board hearing.

Level III – Board Level

The Board Level will be used exclusively for employee discipline. If the grievant is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be referred to the School Board, within fifteen (15) days of receipt of Level II disposition. The School Board shall arrange for a hearing with the grievant and/or the Association, to take place within fifteen (15) days of their receipt of the appeal. The School Board may hear the grievance or appoint a hearing officer. The parties of interest shall have the right to include in a representation such witnesses and counselors, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the School Board will have ten (10) days to provide their written decision, together with the reasons to the Association.

Level IV – Binding Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level III by the School Board, or Level II by the Superintendent (cases involving language or contract interpretation), or if no decision has been rendered, the Association can submit the grievance to arbitration before an impartial arbitrator. This must be done within thirty-five (35) days from the time of the Level II or Level III disposition, or from the date when the disposition was due. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.
- b. The costs for the services of the Arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the costs of any hearing room, will be shared equally by the Board and the Association. All other costs will be borne by the party incurring them.

D. No Reprisals

No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in this grievance procedure.

E. Association Testimony

No member of the bargaining unit may testify against another member of the bargaining unit in a grievance or arbitration hearing, nor may a member of the bargaining unit be present as a representative of management at such hearings. However, a bargaining unit member may be called as a witness to fact, by either party.

F. Cooperation of Board and Administration

The Board and Administration will cooperate with the Association in its investigation of any grievance; and further, will furnish the Association such information as is required for the processing of any grievance. Requests for information shall be in writing and submitted by the Association president or designee.

G. Release Time

Should the investigation or processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits if the investigation cannot be done at another time.

H. Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

I. Grievance Forms

Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent or designee and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.

ARTICLE 35

CONTRACT DISSEMINATION

- A. All new hires, on the date of employment, shall be presented a copy of the current Agreement.
- B. The district will post a copy of the Agreement on the District’s Web page, within sixty (60) days of ratification.

ARTICLE 36

**CONTRACT CONDITIONS
TERM AND SAVINGS CLAUSE**

The Agreement will remain in full force and effect from July 1, 2009 until June 30, 2012.

No later than January 15th of the year in which this agreement terminates, either party may give notice of its desire to open negotiations with respect to a successor agreement by delivering a written request to the other party. The notification shall indicate the initial items of negotiations in which the serving party is interested and a brief description of the nature of the changes.

The parties will meet to negotiate on such termination, modification, or amendments no later than February 15th of the year in which this agreement terminates. Those items contained in the opening notifications and any additional items brought to the first bargaining session shall be the only items discussed during the negotiations sessions, unless mutually agreed.

Nothing herein will preclude the termination, modification, or amendment of this Agreement at any time by written mutual consent of the parties.

KPESA President
Margie Warner

KPBSD Board of Education President
Joe Arness