

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. ~~Vacancies~~ Job Openings

Prior to determining a ~~vacancy~~ job opening, employees within a building who meet the qualifications and are currently in a position eligible for health benefits may be considered for placement in position within the same job classification. Within twelve (12) working days of determining that a mid-year ~~vacancy~~ job opening has or will occur the District shall post the ~~vacancy~~ job opening on the KPBSD web site. ~~Vacancy~~ Job opening announcements shall be posted for a minimum of five (5) full working days. ~~The District shall email all vacancy announcements the Association President or designee.~~

1. Positions Within the Same Classification

Prior to determining a ~~vacancy~~ job opening, 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.

Employees currently working hours below the threshold for health care benefits must apply for a position that would result in health care benefits. A one-time opportunity to opt out of health care plan will be provided to these employees if the hours worked will be less than thirty (30) hours per week.

2. Interim Positions

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.

C. Transfers

1. Voluntary

a. 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>

b. ~~Support e~~ Employees who meet the minimum qualifications shall comprise at least sixty-six (66) percent of the number of applicants

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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.

c. The most qualified applicant shall be selected to fill the position. All things being equal, preference will be given to District employees.

d. Years of experience with the District, within the job classification, shall be considered as one of the qualifications.

2. Involuntary

a. 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, the employee may request a meeting with the Superintendent. The employee is entitled to Association representation at the meeting.

b. An employee involuntarily transferred shall have a priority to return to the employee's previous assignment for a period of eighteen (18) months following such involuntary transfer.

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 the employee's 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.

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G. Leave During Emergency Closures

1. Emergency Closures

- a. 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.
- b. 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.
- c. Employees who are on approved leave on a day in which schools are closed shall not lose such approved leave.
- d. 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.
- e. In case of extended closure these rules shall not apply (i.e., fire, earthquake, etc.).

2. Emergency Delayed Starts

In the event KPBSD delays the start of a school or worksite, employees are entitled to the following options:

- a. If the employee believes it is safe to report to their worksite, they may report at their normally scheduled time and work their regular shift.
- b. The employee may work beyond their regular shift an amount of time commensurate with the length of the delay. Normal overtime approval procedures still apply.
- c. The employee has the option to work missed hours, with building administrator approval, on a weekend day within the same week and pay period.
- d. The employee may follow the delay notice and delay the start of their shift. Employees electing this option will only be paid for the hours actually worked.

3. Emergency Early Release

In the event KPBSD closes a school or worksite early due to an emergency, employees are entitled to the following options:

- a. If the employee and administrator believe it is safe to remain at the worksite, the employee may work their regular shift.

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b. The employee has the option to work missed hours, with building administrator approval, on an alternate day within the same week and pay period. Normal overtime approval procedures still apply.

c. The employee may follow the early release directive. Employees electing this option will only be paid for the hours actually worked.

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 the employee's 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 the employee's building site outside of the employee's regular workday, the employee 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, at a minimum, shall include training in the following:

- the location of this Agreement and a description of this Agreement as provided by the Association,
- a directory for and an orientation to the employee's worksite(s) and department(s), and
- how to access district systems, electronic platforms, and forms.

Additionally, this 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.

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M. District Meetings

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

~~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. **Building administration shall ensure coverage is scheduled to allow for duty-free lunch periods.**

Employees not taking a scheduled, uninterrupted duty-free lunch period, as approved by building administration shall adjust their timesheet, as necessary, to reflect actual time worked.

Nurses may be allowed, with agreement between administrator and employee, the flexibility of taking a **paid** twenty (20) minute lunch break during their contract day. An additional **paid** twenty (20) minute lunch break shall be allowed when the school nurse works two (2) hours or more past the nurse's normal shift. Exceptions to this section can be made upon prior approval from the site administrator and Human Resources.

O. Relief Periods

All employees shall be allowed one (1) fifteen (15) minute **paid** 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. All new hires will have their paychecks automatically deposited in one (1) or more financial institutions of their choosing.
- d. 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 straightline hours and dues/deductions.
- e. **An employee may request and receive an advance payment on their first monthly payroll of the school year, based on a draw of**

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actual hours worked. At other times throughout the year, an employee may request, but is not guaranteed, an advance payment based on a draw of actual hours worked.

2. Savings Account Option

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

The savings direct deposit form is available on the District Forms page.

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, the employee's wages become due immediately and shall be paid **in accordance with Alaska Statute 23.05.140** ~~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.

Instructional staff as used in this section shall include Aide (excluding Aide/Library), Tutor, Student Support Specialist, Student Success Liaison, Speech and Language Pathology Assistant, and Occupational Therapy Assistant.

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~~ **provide the KPESA president** ~~timely informed of matters relevant to it and its employees a monthly~~

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report of each bargaining unit position filled with a subcontractor during the previous month.

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.

Z. Workload Management

Employees should discuss any concern regarding workload management with their building administrator. If the concern is not resolved to the employee's satisfaction, the employee will have the opportunity to meet with the District to discuss such concern and may choose to bring an Association Representative.

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