

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**THE KENAI PENINSULA BOROUGH  
SCHOOL DISTRICT**

**AND**

**THE KENAI PENINSULA EDUCATIONAL  
SUPPORT ASSOCIATION**

**FOR THE YEARS**

**~~2012-2013~~ 2015-2016**

**THROUGH**

**~~2014-2015~~ 2017-2018**

Association

District

Date

Date

## **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. 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.~~

Association

District

Date

Date

No support employee other than a nurse shall dispense medication.

Association

District

Date

Date

## ARTICLE 9A CLASSIFICATION

~~An advisory~~ A 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.~~

Association

District

Date

Date

## 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

Prior to determining a vacancy, employees within a building who meet the qualifications and are currently in a position eligible for health benefits ~~may~~ will be considered for placement in the open position 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.

Prior to determining a vacancy, employees within a building who meet the qualifications and are not currently in a position eligible for health benefits will be considered for placement in the open position, even where the position is in a different job classification. If hired, and the two positions total the requisite number of hours to receive health benefits, the employee will be given the option of participating in the plan. 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.

#### 1. Positions Within the Same Classification

Prior to determining a vacancy, employees within a building who meet the qualifications and are currently in a position eligible for health benefits ~~may~~ will 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 health care benefits, to include two part-time positions in the same job classification that when added together would total the requisite number of hours to be above the threshold to receive health 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 30 hours per week.

#### 1. Interim Positions

Association

District

Date

Date

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 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.
- 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, he/she may request a meeting with the Superintendent or his designee. The employee is entitled to Association representation at the meeting.

Association

District

Date

Date

- b. An employee involuntarily transferred shall have a priority to return to her/his 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 her/his position. The employee will receive four (4) personal leave days in addition to those earned in Article 20 Personal Leave. All time and wages earned will be counted and reported to PERS.

#### **E. Shift Changes**

Employees shall be scheduled to work on regular shifts. Employees' work schedules shall not be changed more than once per school year. 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.

Association

District

Date

Date

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.

Association

District

Date

Date

#### **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. 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 straightline hours and dues/deductions.

##### **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. Click here for savings direct deposit form.

<http://www.kpbsd.k12.ak.us/privateAssets/0/16/22/518/540/556/51D941FEB9BF-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-237149fb-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.

Association

District

Date

Date

**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.

Association

District

Date

Date

## 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%)~~ one-hundred percent (100%) 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 with~~ less than 20 years of service, may donate 25% of their accumulated, unused sick leave to the sick leave bank.

Association

District

Date

Date

## 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, and 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.

\*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 three (3) working days of notification by certified letter, or forfeit her/his rehire rights.
2. Laid off employees shall remain on a rehire list eighteen (18) 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.

Association

District

Date

Date

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. Grant-funded employees rehired prior to October 16 shall retain their seniority. 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.

Association

District

Date

Date

# ARTICLE 16 SALARY SCHEDULE

Article 16 — Salary Schedule									
Salary Schedule RANGE	2012-2013								
	Initial	A	B	C	D	E	F	G	H
1	\$ 13.42	\$ 14.92	\$ 15.47	\$ 16.03	\$ 16.76	\$ 17.34	\$ 18.02	\$ 18.74	\$ 19.48
2	\$ 14.15	\$ 15.71	\$ 16.31	\$ 16.94	\$ 17.71	\$ 18.34	\$ 19.05	\$ 19.81	\$ 20.61
3	\$ 14.43	\$ 16.04	\$ 16.68	\$ 17.29	\$ 18.08	\$ 18.74	\$ 19.44	\$ 20.24	\$ 21.04
4	\$ 14.97	\$ 16.64	\$ 17.27	\$ 17.98	\$ 18.80	\$ 19.46	\$ 20.22	\$ 21.02	\$ 21.88
5	\$ 15.45	\$ 17.18	\$ 17.86	\$ 18.56	\$ 19.43	\$ 20.13	\$ 20.90	\$ 21.75	\$ 22.61
6	\$ 15.96	\$ 17.74	\$ 18.43	\$ 19.20	\$ 20.08	\$ 20.82	\$ 21.61	\$ 22.48	\$ 23.40
7	\$ 16.49	\$ 18.33	\$ 19.08	\$ 19.87	\$ 20.80	\$ 21.54	\$ 22.38	\$ 23.29	\$ 24.23
8	\$ 17.09	\$ 18.97	\$ 19.77	\$ 20.60	\$ 21.59	\$ 22.38	\$ 23.24	\$ 24.17	\$ 25.14
9	\$ 17.72	\$ 19.69	\$ 20.52	\$ 21.39	\$ 22.41	\$ 23.22	\$ 24.11	\$ 25.08	\$ 26.09
10	\$ 18.40	\$ 20.44	\$ 21.31	\$ 22.26	\$ 23.32	\$ 24.17	\$ 25.10	\$ 26.12	\$ 27.16
11	\$ 19.59	\$ 21.26	\$ 22.17	\$ 23.17	\$ 24.26	\$ 25.15	\$ 26.13	\$ 27.19	\$ 28.29
12	\$ 19.91	\$ 22.13	\$ 23.08	\$ 24.12	\$ 25.31	\$ 26.24	\$ 27.26	\$ 28.37	\$ 29.51
13	\$ 20.74	\$ 23.04	\$ 24.09	\$ 25.17	\$ 26.41	\$ 27.40	\$ 28.46	\$ 29.60	\$ 30.80
14	\$ 21.66	\$ 24.07	\$ 25.16	\$ 26.34	\$ 27.62	\$ 28.66	\$ 29.78	\$ 30.98	\$ 32.23
15	\$ 22.64	\$ 25.15	\$ 26.32	\$ 27.55	\$ 28.90	\$ 29.98	\$ 31.14	\$ 32.41	\$ 33.71
16	\$ 21.66	\$ 24.07	\$ 25.16	\$ 26.34	\$ 27.52	\$ 28.47	\$ 29.57	\$ 30.76	\$ 32.01
17	\$ 22.70	\$ 25.20	\$ 26.39	\$ 27.56	\$ 28.76	\$ 29.75	\$ 30.91	\$ 32.15	\$ 33.44
18	\$ 23.94	\$ 26.36	\$ 27.59	\$ 28.89	\$ 30.63	\$ 32.13	\$ 33.37	\$ 34.72	\$ 36.12
19	\$ 26.38	\$ 29.63	\$ 30.92	\$ 32.29	\$ 33.79	\$ 34.99	\$ 36.28	\$ 37.64	\$ 39.09

Salary Schedule RANGE	2013-2014								
	Initial	A	B	C	D	E	F	G	H
1	\$ 13.69	\$ 15.22	\$ 15.78	\$ 16.36	\$ 17.09	\$ 17.69	\$ 18.38	\$ 19.11	\$ 19.87
2	\$ 14.43	\$ 16.02	\$ 16.64	\$ 17.28	\$ 18.06	\$ 18.71	\$ 19.43	\$ 20.20	\$ 21.03
3	\$ 14.72	\$ 16.37	\$ 17.01	\$ 17.63	\$ 18.45	\$ 19.11	\$ 19.83	\$ 20.64	\$ 21.46
4	\$ 15.27	\$ 16.97	\$ 17.61	\$ 18.34	\$ 19.17	\$ 19.85	\$ 20.62	\$ 21.44	\$ 22.32
5	\$ 15.76	\$ 17.52	\$ 18.22	\$ 18.94	\$ 19.82	\$ 20.54	\$ 21.32	\$ 22.18	\$ 23.07

Association

District

Date

Date

6	\$ 16.28	\$ 18.09	\$ 18.80	\$ 19.58	\$ 20.49	\$ 21.23	\$ 22.05	\$ 22.93	\$ 23.87
7	\$ 16.82	\$ 18.70	\$ 19.47	\$ 20.27	\$ 21.21	\$ 21.97	\$ 22.83	\$ 23.75	\$ 24.71
8	\$ 17.43	\$ 19.35	\$ 20.16	\$ 21.02	\$ 22.03	\$ 22.83	\$ 23.70	\$ 24.66	\$ 25.65
9	\$ 18.07	\$ 20.08	\$ 20.93	\$ 21.82	\$ 22.86	\$ 23.68	\$ 24.60	\$ 25.58	\$ 26.61
10	\$ 18.77	\$ 20.85	\$ 21.73	\$ 22.70	\$ 23.78	\$ 24.66	\$ 25.60	\$ 26.64	\$ 27.71
11	\$ 19.99	\$ 21.68	\$ 22.62	\$ 23.64	\$ 24.74	\$ 25.66	\$ 26.66	\$ 27.74	\$ 28.86
12	\$ 20.31	\$ 22.58	\$ 23.54	\$ 24.61	\$ 25.81	\$ 26.77	\$ 27.81	\$ 28.93	\$ 30.10
13	\$ 21.15	\$ 23.50	\$ 24.57	\$ 25.68	\$ 26.94	\$ 27.95	\$ 29.03	\$ 30.19	\$ 31.42
14	\$ 22.10	\$ 24.55	\$ 25.67	\$ 26.86	\$ 28.17	\$ 29.24	\$ 30.38	\$ 31.60	\$ 32.88
15	\$ 23.10	\$ 25.66	\$ 26.84	\$ 28.10	\$ 29.47	\$ 30.58	\$ 31.76	\$ 33.05	\$ 34.39
16	\$ 22.10	\$ 24.55	\$ 25.67	\$ 26.86	\$ 28.07	\$ 29.04	\$ 30.16	\$ 31.38	\$ 32.65
17	\$ 23.15	\$ 25.71	\$ 26.92	\$ 28.11	\$ 29.34	\$ 30.35	\$ 31.52	\$ 32.79	\$ 34.10
18	\$ 24.42	\$ 26.88	\$ 28.14	\$ 29.46	\$ 31.24	\$ 32.77	\$ 34.04	\$ 35.42	\$ 36.84
19	\$ 26.90	\$ 30.22	\$ 31.53	\$ 32.94	\$ 34.47	\$ 35.69	\$ 37.01	\$ 38.39	\$ 39.87

Salary Schedule RANGE	2014-2015								
	Initial	A	B	C	D	E	F	G	H
1	\$ 13.97	\$ 15.53	\$ 16.10	\$ 16.68	\$ 17.44	\$ 18.04	\$ 18.75	\$ 19.49	\$ 20.27
2	\$ 14.72	\$ 16.34	\$ 16.97	\$ 17.63	\$ 18.42	\$ 19.08	\$ 19.82	\$ 20.61	\$ 21.45
3	\$ 15.02	\$ 16.69	\$ 17.35	\$ 17.99	\$ 18.82	\$ 19.49	\$ 20.23	\$ 21.05	\$ 21.89
4	\$ 15.58	\$ 17.31	\$ 17.97	\$ 18.71	\$ 19.56	\$ 20.25	\$ 21.03	\$ 21.87	\$ 22.76
5	\$ 16.08	\$ 17.87	\$ 18.58	\$ 19.31	\$ 20.22	\$ 20.95	\$ 21.74	\$ 22.62	\$ 23.53
6	\$ 16.61	\$ 18.45	\$ 19.18	\$ 19.97	\$ 20.90	\$ 21.66	\$ 22.49	\$ 23.39	\$ 24.34
7	\$ 17.16	\$ 19.07	\$ 19.86	\$ 20.67	\$ 21.64	\$ 22.41	\$ 23.28	\$ 24.23	\$ 25.20
8	\$ 17.78	\$ 19.74	\$ 20.57	\$ 21.44	\$ 22.47	\$ 23.28	\$ 24.17	\$ 25.15	\$ 26.16
9	\$ 18.43	\$ 20.48	\$ 21.35	\$ 22.25	\$ 23.31	\$ 24.15	\$ 25.09	\$ 26.10	\$ 27.15
10	\$ 19.14	\$ 21.27	\$ 22.17	\$ 23.16	\$ 24.26	\$ 25.15	\$ 26.12	\$ 27.18	\$ 28.26
11	\$ 20.39	\$ 22.12	\$ 23.07	\$ 24.11	\$ 25.24	\$ 26.17	\$ 27.19	\$ 28.29	\$ 29.44
12	\$ 20.71	\$ 23.03	\$ 24.02	\$ 25.10	\$ 26.33	\$ 27.30	\$ 28.37	\$ 29.51	\$ 30.70
13	\$ 21.57	\$ 23.97	\$ 25.07	\$ 26.19	\$ 27.47	\$ 28.50	\$ 29.61	\$ 30.80	\$ 32.05
14	\$ 22.54	\$ 25.04	\$ 26.18	\$ 27.40	\$ 28.74	\$ 29.82	\$ 30.99	\$ 32.23	\$ 33.53
15	\$ 23.56	\$ 26.17	\$ 27.38	\$ 28.66	\$ 30.06	\$ 31.19	\$ 32.40	\$ 33.71	\$ 35.07
16	\$ 22.54	\$ 25.04	\$ 26.18	\$ 27.40	\$ 28.63	\$ 29.62	\$ 30.76	\$ 32.01	\$ 33.30
17	\$ 23.61	\$ 26.22	\$ 27.45	\$ 28.67	\$ 29.93	\$ 30.96	\$ 32.15	\$ 33.45	\$ 34.79
18	\$ 24.91	\$ 27.42	\$ 28.71	\$ 30.05	\$ 31.87	\$ 33.43	\$ 34.72	\$ 36.12	\$ 37.58
19	\$ 27.44	\$ 30.83	\$ 32.17	\$ 33.60	\$ 35.16	\$ 36.40	\$ 37.75	\$ 39.16	\$ 40.67

Association

District

Date

Date

	A	B	C	D	E	F	G	H	I	J	K
1		Range	Initial	A	B	C	D	E	F	G	H
2		1	14.72	16.34	16.97	17.63	18.42	19.08	19.82	20.61	21.45
3											
4		2	15.02	16.69	17.35	17.99	18.82	19.49	20.23	21.05	21.89
5											
6		3	15.58	17.31	17.97	18.71	19.56	20.25	21.03	21.87	22.76
7											
8		4	16.08	17.87	18.58	19.31	20.22	20.95	21.74	22.62	23.53
9											
10		5	16.61	18.45	19.18	19.97	20.90	21.66	22.49	23.39	24.34
11											
12		6	17.16	19.07	19.86	20.67	21.64	22.41	23.28	24.23	25.20
13											
14		7	17.78	19.74	20.57	21.44	22.47	23.28	24.17	25.15	26.16
15											
16		8	18.43	20.48	21.35	22.25	23.31	24.15	25.09	26.10	27.15
17											
18		9	19.14	21.27	22.17	23.16	24.26	25.15	26.12	27.18	28.26
19											
20		10	20.39	22.12	23.07	24.11	25.24	26.17	27.19	28.29	29.44
21											
22		11	20.71	23.03	24.02	25.10	26.33	27.30	28.37	29.51	30.70
23											
24		12	21.57	23.97	25.07	26.19	27.47	28.50	29.61	30.80	32.05
25											
26		13	22.54	25.04	26.18	27.40	28.74	29.82	30.99	32.23	33.53
27											
28		14	23.56	26.17	27.38	28.66	30.06	31.19	32.40	33.71	35.07
29											
30		15	23.61	26.22	27.45	28.67	29.93	30.96	32.15	33.45	34.79
31											
32		16	**24.2	26.88	28.14	29.39	30.83	32.20	33.44	34.79	36.18
33											
34		17	24.91	27.42	28.71	30.05	31.87	33.43	34.72	36.12	37.58
35											
36		18	<del>27.44</del> ***26.40	<del>30.83</del> 28.79	<del>32.17</del> 30.15	<del>33.60</del> 31.55	<del>35.16</del> 33.78	<del>36.40</del> 36.10	<del>37.75</del> 37.50	<del>39.16</del> 39.01	<del>40.67</del> 40.59
37											
38		19	**** 30.18	34.53	36.03	37.63	38.68	36.44	41.15	42.29	43.92
39											
40											
41	** Row 15 above is the renamed Row 17 from the 14-15 salary schedule; Row 17 above is the renamed Row 18 from										
42	the 14-15 salary schedule; Step 1: determine the % increase above from Row 15 to row 17; Step 2: divide that % in half;										
43	% in half; Step 3: Using that number, calculate the rate for Step 16 from Step 15										
44											
45	*** Note that the crossed out number in Row 18 above is Row 19 on the 14-15 salary schedule. Row 18 calculation:										
46	Step 1: Determine the percentage increase between Row 15 above and Row 17 above. Step 2: Using that percentage										
47	increase, and using the amount in Step 17, calculate the revised amount for Range 18										
48											
49											
50											
51	**** Calculation for Row 19: Step 1: Determine the percentage increase between Row 17 and the stricken number in										
52	Row 18. Step 2: Using that percentage increase and the stricken amount in Row 18, calculate the amount for Row 19.										
53											
54	FY 16-17: 2.2% above FY 15-16										
55											
56	FY 17-18: 3.1% above FY 16										

## **ARTICLE 18 LEAVES AND BENEFITS 12 MONTH EMPLOYEE'S ANNUAL LEAVE**

**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:

### **LENGTH OF SERVICE EARNED MONTHLY ANNUAL LEAVE**

<b>0 through 2 years</b>	<b>16 working days per year</b>
<b>Over 2 years but less than 5 years</b>	<b>22 working days per year</b>
<b>Over 5 years</b>	<b>25 working days per year</b>

- 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 30 of each current year.
- E. An employee must have ~~been employed for a total of six (6) months before~~ completed their probationary period 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. H. Annual leave may be used in a minimum of one (1) hour increments.

Association

District

Date

Date

## ARTICLE 19 HOLIDAYS

All employees will receive the following paid holidays if included in their work year: New Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, the day before Christmas and Christmas Day. 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.

Association

District

Date

Date

## ARTICLE 20 PERSONAL LEAVE

- A. All employees may earn ~~four (4)~~ five (5) of their assigned workdays as personal leave each year cumulative to ~~eight (8)~~ ten (10) 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:
  - a. No more than ~~three (3)~~ five (5) days per year may be cashed in.
  - b. The value of each day will be equivalent to the employee's per diem.
  - c. 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.

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.

Association

District

Date

Date

## 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 office. 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 reimburse the District the full salary and benefits equal to the amount of release time, except that the Association will reimburse only fifty percent (50%) of the President's salary and benefit costs if the Association demonstrates through time records that the President worked hours equivalent to a to a .50 FTE employee on District committees and/or preparing for or attending labor meetings with the District; (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~~ reimburse the District the annual benefit package for the President based on the criteria outlined in "a" above. At the conclusion of President's release, the employee shall be returned to her/his building position held prior to the leave.

Association

District

Date

Date

## 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.
  - a. 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%)~~ one-hundred percent (100%) of the deceased's unused sick leave balance upon the death of the employee.

Association

District

Date

Date

- K.** Upon request by the District, the employee will submit proof that the leave was used for approved purpose(s).

Association

District

Date

Date

## 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 as reported in the District's final annual CAFR.

A Health Care Program Committee (HCPC) shall be composed of four (4) representatives selected by the Kenai Peninsula Education Association, three (3) representatives selected by the Kenai Peninsula Education Support Association, one (1) representative selected by the Kenai Peninsula Administrator Association, and three (3) current employee representatives selected by the Superintendent. The Health Care Committee shall select a chairperson from its membership. The Plan Administrator and Benefits Manager are non-voting advisors to the committee. The HCPC shall select a chairperson from its committee of voting members.

A quorum for the meetings shall require no fewer than nine (9) committee members. The Health Care Program Committee will conduct a formal vote on any matter that could impact the cost or benefits of the health care program or on any matter that would require a change in the summary plan description. Formal votes shall require an eighty percent (80%) vote of the total voting committee members to pass.

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.

The Health Care Program Committee shall be empowered to determine health care benefits different from benefits in the plan in place on January 1, 2013. The committee will 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; benefits and coverage provided, cost containment measures, preferred provider programs, co-payment provisions, evaluating other health insurance programs, and implementing any wellness measures it deems beneficial to employees and the health care program. The District shall not be required to adopt changes made by the HCPC which would result in violations of established laws or regulations.

The Health Care Program Committee shall be advisory to matters related to Broker selection, Third Party Administration and Stop-Loss insurance.

The District shall not be required to adopt changes made by this committee which would result in violations of established laws or regulations.

The District agrees to work with the Health Care Program 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.

Association

District

Date

Date

Total District dollar share of health plan costs is based on the negotiated District percentage as applied to actual plan costs. The District will make contributions to the health care program for each participant on a 12-month basis as follows:

~~FY13 80% per eligible employee per month~~  
~~FY14 83% per eligible employee per month~~  
~~FY15 85% per eligible employee per month~~

FY16 86% per eligible employee per month  
FY17 87% per eligible employee per month  
FY18 88% per eligible employee per month

The District will independently calculate and report their contribution amount to the health care committee.

Total employee dollar share of health plan costs is based on the negotiated employee percentage as applied to actual plan costs. Employee participants will be responsible to the health care program on a 12-month basis as follows:

~~FY13 20% per eligible employee per month~~  
~~FY14 17% per eligible employee per month~~  
~~FY15 15% per eligible employee per month~~

FY16 14% per eligible employee per month  
FY17 13% per eligible employee per month  
FY18 12% per eligible employee per month

The health care subcommittee comprised of KPEA, KPESA, and KPAA HCPC representatives, shall determine the employee contribution amount. The formula to calculate the rate, established by KPEA/KPESA bargaining team is set out in Appendix A.

Health Care Reserve Account: A separate employee health care reserve account shall be established and maintained. ~~The initial amount in this account as of July 1, 2012 will be \$1,246,835. This amount is based on the 2012 CAFR health care reserve account balance of \$3,603,193 divided by two and subtracting \$554,762 (the employee's portion of the rate holiday).~~ Any interest gained on this account shall be retained in this account. \$750,000 of the employee health care reserve account shall be set aside for use at year end for payment of the employee portion of program costs that exceed employee deposits. If the employee health care reserve falls below \$750,000, an amount needed to replenish the fund to \$750,000 will be calculated by the sub-committee and added to the employee's annual rate in the following year. Any amount in the employee health care reserve exceeding the

Association

District

Date

Date

\$750,000 balance will be used to offset future employee costs as determined by the sub-committee.

Sub Committee - The Association health care committee representatives (KPEA, KPESA, and KPAA) will have the authority to address the usage of any amount remaining above the \$750,000 requirement stated above. These monies can be used to pay down the employee share of the health care employee contribution or can be placed in the Employee Health Care Reserve account to pay down future costs or overages.

Benefits are afforded to the employee, spouse and all eligible dependents.

All employees who work twenty (20) or more hours per week or at least .50 FTE are eligible for year round health benefits, and Employees .76 FTE or above are required, as a condition of employment, to participate in the KPBSD health plan, unless they opt out of the plan by verifying health coverage that meets the minimum requirement of the Affordable Care Act, provided by an entity other than the KPBSD Health Plan.

Employees ~~first hired with the District on or after July 1, 2010, for at~~ working at least twenty (20) hours per week or .50 FTE, but less than thirty (30) hours per week or .75 FTE, may opt out of health care coverage altogether. The decision to opt out must be made upon initial employment, or for those currently employed, prior to June 30 of each year for the following year. Reentry will not be allowed unless a qualifying event exists or during annual enrollment periods.

An employee that is .75 FTE or above may opt out if they provide proof of health insurance from an entity other than KPBSD. Opt-out must occur before June 30 of each year for the following year. Employees may rejoin the KPBSD plan the following year during open enrollment or if they have a qualifying event that allows them to rejoin the plan.

For each employee that opts out, the District shall contribute to an amount equal to the employer's share to the employee reserve account.

~~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>

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

Association

District

Date

Date

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.

Association

District

Date

Date

## 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. Grants shall not be used for trainings that are requested by the District or administrators unless the District chooses to supplement the fund with an equal amount to offset the requested trainings.
- B. ~~The Association may make program recommendations to the Superintendent for the expenditure of these funds.~~ Grants may be used to further employee's professional development. 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.~~

Association

District

Date

Date

## 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 thirty (30) work days of ratification. A copy of the range classification shall be posted to the District's web page along with the CBA.
- C. The District shall provide an electronic document version of the Agreement to the KPESA President within thirty (30) work days of ratification.

Association

District

Date

Date

## ARTICLE 36 CONTRACT CONDITIONS TERM AND SAVINGS CLAUSE

The Agreement will remain in full force and effect from July 1, ~~2012~~ 2015 until June 30, ~~2015~~ 2018.

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.

Association

District

Date

Date