COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE KENAI PENINSULA BOROUGH SCHOOL DISTRICT

AND
THE KENAI PENINSULA EDUCATION
ASSOCIATION

FOR THE YEARS

2012-2013 <u>2015-2016</u>

THROUGH

2014-2015 <u>2016-2017</u>

Association

District

Date

Date

105 TEACHER'S SALARY SCHEDULE

2014-2015

			C+36 or			
Step	E	C+18	M	C+54/M	C+72/M	C+90/M
(A)	46,635	48,015	50,330	51,978	-	55,279
(B)	48,015	50,331	51,978	53,627		56,929
(C)	50,330	51,979	53,627	55,279	•	58,580
(D)	51,978	53,628	55,279	56,929	•	60,233
(E)	53,627	55,279	56,929	58,580	60,233	61,882
(F)	55,279	56,929	58,580	60,233	61,882	63,530
(G)	56,927	58,604	60,233	61,882	63,530	65,177
(H)	59,35 4	60,233	61,882	63,530	65,177	66,832
(1)	60,971	61,882	63,530	65,177	66,832	68,479
(1)	62,555	64,303	65,177	66,832	68,479	70,130
(K)	64,110	65,920	66,832	68,479	70,130	71,777
(L)	65,633	67,506	69,25 4	70,130	71,777	73,429
(M)		69,059	70,546	71,777	73,429	75,079
(N)		70,582	72,162	73,429	75,079	76.733
(O)			73,748	75,853	77,505	79,160
(P)			75,301	77,469	79,122	80,645
(Q)			76,824	79,05 4	80,70 /	82,262
(R)				80,607	82,26 .	83,847
(S)				82,132	83,78 3	85,400
(T)					,	86.92 4
						30, 32 4
					LONGEVITY	88,596
	2015-2016					-,

2015-2016

			C+36 or			
Step	C	C+18	M	C+54/M	C+72/M	C+90/M
(A)	<u>47,568</u>	<u>48,975</u>	51,337	53,018	54,700	56,385
(B)	48,975	51,338	53,018	54,700	56,385	
(C)	51,337	53,019	54,700	<u>56,385</u>	<u>58,068</u>	58,068
(D)	53,018	54,701	56,385	58.068	<u>56,008</u> 59 752	59,752 61.439

Association

(E)	<u>54,700</u>	56,385	<u>58,068</u>	59,752	61,438	63,120
(F)	<u>56,385</u>	58,068	59,752	61,438	63,120	64,801
(G)	<u>58,066</u>	<u>59,776</u>	61,438	63,120	64,801	66,481
(H)	60,541	61,438	63,120	64,801	66,481	68,169
(1)	62,190	63,120	64,801	66,481	<u>68,169</u>	69,849
(J)	<u>63,806</u>	65,589	66,481	68,169	69,849	71,533
(K)	65,392	67,238	68,169	69,849	71,533	73,213
(L)	<u>66,946</u>	<u>68,856</u>	70,639	71,533	73,213	74,898
(M)		70,440	71,957	73,213	74,898	76,581
(N)		71,994	73,605	74,898	<u>76,581</u>	78,268
(0)			75,223	77,370	79,055	80,743
(P)			76,807	79,018	80,704	82,258
(Q)			78,360	80,635	<u>82,321</u>	83,907
(R)				82,219	83,906	<u>85,524</u>
(S)				83,775	85,459	<u>87,108</u>
(T)						88,662
(U)						90,790

Eligible Employees Shall Receive a Step Addition Information in Section 110 Salary Conditions

2016-2017

			C+36 or			
Step	С	C+18	M	C+54/M	C+72/M	C+90/M
(A)	48,519	49,955	52,363	54,078	55,794	57,512
(B)	49,955	52,364	54,078	55,794	57,512	59,229
(C)	<u>52,363</u>	54,079	55,794	57,512	59,229	60,947
(D)	<u>54,078</u>	55,795	57,512	59,229	60,947	62,666
(E)	55,794	57,512	59,229	60,947	62,666	64,382
(F)	<u>57,512</u>	59,229	60,947	62,666	64,382	66,097
(G)	<u>59,227</u>	60,972	62,666	64,382	66,097	67,810
(H)	61,752	<u>62,666</u>	64,382	66,097	<u>67,810</u>	69,532
(1)	63,434	64,382	66,097	67,810	69,532	71,246
(J)	<u>65,082</u>	66,901	67,810	69,532	71,246	72,963
(K)	66,700	68,583	69,532	71,246	72,963	74,677
(L)	<u>68,285</u>	70,233	72,052	72,963	74,677	76,396
(M)		71,849	73,396	74,677	76,396	78,112
(N)		73,434	75,077	<u>76,396</u>	78,112	79,833

27

Association

District

Date

(O)		76,727	78,917	80,636	82,358
(P)		78,343	80,599	82,319	83,903
(Q)		79,928	82,248	83,968	85,585
(R)			<u>83,864</u>	85,584	87,234
(S)			<u>85,450</u>	87,168	88,850
(T)					90,436
(U)					92,606
(V)	— 10 11 1 —				94,829

Eligible Employees Shall Receive a Step

Addition Information in Section 110 Salary Conditions

Association

210 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.

Association

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.

The District will provide one High Deductible Health Plan with a deductible of \$1500 individual/\$3000 family and maximum out of pocket expenses of \$2,000/Individual, \$4,000/Family

The District will contribute \$1 to a Health Reimbursement Arrangement (HRA) each year of this Agreement to any employee participating in the HDHP. The Benefits for this plan shall be the same as in place as of June 30, 2015 with the only difference being that an employee will have a higher deductible or as the plan is amended by the Health Care Program Committee with a supermajority approval as defined above.

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 –FY17: The district will pay 100% of the cost of the High Deductible Plan. The District will enjoy all savings benefited from reduced usage through a High Deductible Plan.

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

Association

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 \$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 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 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 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

Association

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.

Association

District

Date

Date

650 DURATION

The Agreement will remain in full force and effect from July 1, 2012 2015 until June 30, 2015 2017. No later than January 15 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 15 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