

**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~~ 2016-2017

Association

District

Date

Date

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, ~~2012~~ 2015 by and between the District and Association.

Association

District

Date

Date

ARTICLE 10 WORK RULES

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. For employee safety, in the event of an early release or late start due to inclement weather, volcanic disruption, or other natural or manmade disasters, employees will not be docked any pay. The administrator and employee shall mutually agree upon a make-up schedule.

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.).

Association

District

Date

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ARTICLE 20 PERSONAL LEAVE

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- A. All employees may earn ~~four (4)~~ five (5) 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:
 - a. No more than ~~three (3)~~ four (4) 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

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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

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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