

**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

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

Association

District

Date

Date

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
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

Association

District

Date

Date

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

2015-2016 1.5%

Range	Initial	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
1	<u>14.18</u>	<u>15.76</u>	<u>16.34</u>	<u>16.93</u>	<u>17.70</u>	<u>18.31</u>	<u>19.03</u>	<u>19.78</u>	<u>20.57</u>
2	<u>14.94</u>	<u>16.59</u>	<u>17.22</u>	<u>17.89</u>	<u>18.70</u>	<u>19.37</u>	<u>20.12</u>	<u>20.92</u>	<u>21.77</u>
3	<u>15.25</u>	<u>16.94</u>	<u>17.61</u>	<u>18.26</u>	<u>19.10</u>	<u>19.78</u>	<u>20.53</u>	<u>21.37</u>	<u>22.22</u>
4	<u>15.81</u>	<u>17.57</u>	<u>18.24</u>	<u>18.99</u>	<u>19.85</u>	<u>20.55</u>	<u>21.35</u>	<u>22.20</u>	<u>23.10</u>
5	<u>16.32</u>	<u>18.14</u>	<u>18.86</u>	<u>19.60</u>	<u>20.52</u>	<u>21.26</u>	<u>22.07</u>	<u>22.96</u>	<u>23.88</u>
6	<u>16.86</u>	<u>18.73</u>	<u>19.47</u>	<u>20.27</u>	<u>21.21</u>	<u>21.98</u>	<u>22.83</u>	<u>23.74</u>	<u>24.71</u>
7	<u>17.42</u>	<u>19.36</u>	<u>20.16</u>	<u>20.98</u>	<u>21.96</u>	<u>22.75</u>	<u>23.63</u>	<u>24.59</u>	<u>25.58</u>
8	<u>18.05</u>	<u>20.04</u>	<u>20.88</u>	<u>21.76</u>	<u>22.81</u>	<u>23.63</u>	<u>24.53</u>	<u>25.53</u>	<u>26.55</u>
9	<u>18.71</u>	<u>20.79</u>	<u>21.67</u>	<u>22.58</u>	<u>23.66</u>	<u>24.51</u>	<u>25.47</u>	<u>26.49</u>	<u>27.56</u>
10	<u>19.43</u>	<u>21.59</u>	<u>22.50</u>	<u>23.51</u>	<u>24.62</u>	<u>25.53</u>	<u>26.51</u>	<u>27.59</u>	<u>28.68</u>
11	<u>20.70</u>	<u>22.45</u>	<u>23.42</u>	<u>24.47</u>	<u>25.62</u>	<u>26.56</u>	<u>27.60</u>	<u>28.71</u>	<u>29.88</u>
12	<u>21.02</u>	<u>23.38</u>	<u>24.38</u>	<u>25.48</u>	<u>26.72</u>	<u>27.71</u>	<u>28.80</u>	<u>29.95</u>	<u>31.16</u>
13	<u>21.89</u>	<u>24.33</u>	<u>25.45</u>	<u>26.58</u>	<u>27.88</u>	<u>28.93</u>	<u>30.05</u>	<u>31.26</u>	<u>32.53</u>
16	<u>22.88</u>	<u>25.42</u>	<u>26.57</u>	<u>27.81</u>	<u>29.06</u>	<u>30.06</u>	<u>31.22</u>	<u>32.49</u>	<u>33.80</u>
17	<u>23.96</u>	<u>26.61</u>	<u>27.86</u>	<u>29.10</u>	<u>30.38</u>	<u>31.42</u>	<u>32.63</u>	<u>33.95</u>	<u>35.31</u>
18	<u>25.28</u>	<u>27.83</u>	<u>29.14</u>	<u>30.50</u>	<u>32.35</u>	<u>33.93</u>	<u>35.24</u>	<u>36.66</u>	<u>38.14</u>
19	<u>27.85</u>	<u>31.29</u>	<u>32.65</u>	<u>34.10</u>	<u>35.69</u>	<u>36.95</u>	<u>38.32</u>	<u>39.75</u>	<u>41.28</u>

2016-2017 1.5%

Range	Initial	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
1	<u>14.39</u>	<u>16.00</u>	<u>16.59</u>	<u>17.18</u>	<u>17.97</u>	<u>18.59</u>	<u>19.32</u>	<u>20.08</u>	<u>20.88</u>
2	<u>15.16</u>	<u>16.83</u>	<u>17.48</u>	<u>18.16</u>	<u>18.98</u>	<u>19.66</u>	<u>20.42</u>	<u>21.23</u>	<u>22.10</u>
3	<u>15.47</u>	<u>17.19</u>	<u>17.87</u>	<u>18.53</u>	<u>19.39</u>	<u>20.08</u>	<u>20.84</u>	<u>21.69</u>	<u>22.55</u>
4	<u>16.05</u>	<u>17.83</u>	<u>18.51</u>	<u>19.28</u>	<u>20.15</u>	<u>20.86</u>	<u>21.67</u>	<u>22.53</u>	<u>23.45</u>
5	<u>16.57</u>	<u>18.41</u>	<u>19.14</u>	<u>19.89</u>	<u>20.83</u>	<u>21.58</u>	<u>22.40</u>	<u>23.30</u>	<u>24.24</u>
6	<u>17.11</u>	<u>19.01</u>	<u>19.76</u>	<u>20.57</u>	<u>21.53</u>	<u>22.31</u>	<u>23.17</u>	<u>24.10</u>	<u>25.08</u>
7	<u>17.68</u>	<u>19.65</u>	<u>20.46</u>	<u>21.29</u>	<u>22.29</u>	<u>23.09</u>	<u>23.98</u>	<u>24.96</u>	<u>25.96</u>
8	<u>18.32</u>	<u>20.34</u>	<u>21.19</u>	<u>22.09</u>	<u>23.15</u>	<u>23.98</u>	<u>24.90</u>	<u>25.91</u>	<u>26.95</u>
9	<u>18.99</u>	<u>21.10</u>	<u>22.00</u>	<u>22.92</u>	<u>24.01</u>	<u>24.88</u>	<u>25.85</u>	<u>26.89</u>	<u>27.97</u>
10	<u>19.72</u>	<u>21.91</u>	<u>22.84</u>	<u>23.86</u>	<u>24.99</u>	<u>25.91</u>	<u>26.91</u>	<u>28.00</u>	<u>29.11</u>
11	<u>21.01</u>	<u>22.79</u>	<u>23.77</u>	<u>24.84</u>	<u>26.00</u>	<u>26.96</u>	<u>28.01</u>	<u>29.15</u>	<u>30.33</u>
12	<u>21.34</u>	<u>23.73</u>	<u>24.75</u>	<u>25.86</u>	<u>27.13</u>	<u>28.13</u>	<u>29.23</u>	<u>30.40</u>	<u>31.63</u>
13	<u>22.22</u>	<u>24.69</u>	<u>25.83</u>	<u>26.98</u>	<u>28.30</u>	<u>29.36</u>	<u>30.50</u>	<u>31.73</u>	<u>33.02</u>
16	<u>23.22</u>	<u>25.80</u>	<u>26.97</u>	<u>28.23</u>	<u>29.50</u>	<u>30.52</u>	<u>31.69</u>	<u>32.98</u>	<u>34.31</u>
17	<u>24.32</u>	<u>27.01</u>	<u>28.28</u>	<u>29.54</u>	<u>30.83</u>	<u>31.90</u>	<u>33.12</u>	<u>34.46</u>	<u>35.84</u>
18	<u>25.66</u>	<u>28.25</u>	<u>29.58</u>	<u>30.96</u>	<u>32.83</u>	<u>34.44</u>	<u>35.77</u>	<u>37.21</u>	<u>38.72</u>
19	<u>28.27</u>	<u>31.76</u>	<u>33.14</u>	<u>34.62</u>	<u>36.22</u>	<u>37.50</u>	<u>38.89</u>	<u>40.34</u>	<u>41.90</u>

Association

District

Date

Date

A current copy of the appendix that includes an up-to-date listing of each classification and range shall be included as an appendix with each year of this negotiated agreement.

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) 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.
- G. For FY16 and FY17 employees may accumulate or cash in one extra day.

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 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, and 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)~~ five (5) committee members. The HCPC will select two plans from the Public Education Health Trust, one of which will be the HDHP for FY 17. Each subsequent year, beginning spring of 2017, the HCPC will review PEHT plan options per the PEHT guidelines. ~~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 plans~~ 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~~ PEHT covered 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.~~

Association

District

Date

Date

~~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.

The District will pay \$1580 monthly for each covered employee for FY 17 on a 12 month basis, and that amount will be increased by 10% after year two of this Agreement. In the event the District does not provide claims history to the PEHT, the District will pay any load amount required to the PEHT. If the cost of plan coverage is greater than \$1580, the employee will pay 100% of the overage; if the plan cost is less than \$1580 the employee will be rebated the difference between plan cost and \$1580 on a monthly basis. Each employee who opts out of health coverage will receive an additional \$400 monthly based on a 12 month basis.

~~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~~

~~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~~

~~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~~

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~~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) HPHC will have the authority to address the usage of refund on a pro-rata basis, any amount remaining in the health care reserve account when both parties sign the ratified agreement, 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 current employees as of the signing of this Agreement by all parties, or at the earliest July 1, 2016, whichever comes later, and 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, except as described in the opt-out provision below. In the event the District reduces the hours of these grandfathered employees below the minimum required to have health insurance, the District will continue to provide coverage.

Employees first hired with the District on or after July 1, 2010 the signing of this Agreement, or at the earliest July 1, 2016, whichever comes later, 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 are not provided health insurance coverage. When a grandfathered employee working 30 or more hours a week or .75 FTE resigns or retirees, the District shall not create two separate positions to equal the position vacated in order to avoid paying health care.

Members who have alternate health insurance coverage meeting the minimum ACA requirements may elect to opt out of health insurance coverage. The election to opt out

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must be made upon initial employment, or, for those currently employed, prior to June 30 of any fiscal year for the following fiscal year. Re-enrollment in health coverage will be allowed when a qualifying event occurs or during the PEHT annual enrollment periods.

~~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 PEHT health summary 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 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.

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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.

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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~~ 2017.

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

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