



**Proposals**  
**Presented to the**  
**Kenai Peninsula Borough School District**  
**From the**  
**Kenai Peninsula Educational Support Association**

Any section of the collective bargaining agreement not addressed by these proposals shall remain unchanged.

## **KPESA Proposal 1**

Duration: three years

### **Article 36 Contract Conditions Term and Savings Clause**

The Agreement will remain in full force and effect retroactive from July 1, ~~2015~~ **2018**, unless a later effective date is set forth in this Agreement, until June 30, ~~2018~~ **2021**.

No later than January 15<sup>th</sup> 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<sup>th</sup> 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.

Change any other references to the effective dates accordingly.

# KPESA Proposal 2

## Salary

Effective July 1, 2018 a 0.5% increase to the 2017-2018 salary schedule

Effective July 1, 2019 a 1.0% increase to the 2018-2019 salary schedule

Effective July 1, 2020 a 2.0% increase to the 2019-2020 salary schedule

Replace Article 16 in its entirety with the following

### Article 16 Salary Schedule

#### KPESA Salary Schedule:

Salary Schedule RANGE	2018-2019		0.5% increase						
	Initial	A	B	C	D	E	F	G	H
1	\$14.46	\$16.08	\$16.67	\$17.27	\$18.06	\$18.67	\$19.42	\$20.18	\$20.98
2	\$15.24	\$16.92	\$17.57	\$18.25	\$19.07	\$19.76	\$20.52	\$21.34	\$22.21
3	\$15.56	\$17.28	\$17.96	\$18.62	\$19.49	\$20.18	\$20.94	\$21.80	\$22.66
4	\$16.13	\$17.92	\$18.60	\$19.37	\$20.25	\$20.96	\$21.78	\$22.64	\$23.57
5	\$16.64	\$18.50	\$19.24	\$19.99	\$20.93	\$21.69	\$22.51	\$23.42	\$24.36
6	\$17.20	\$19.11	\$19.86	\$20.67	\$21.64	\$22.42	\$23.29	\$24.22	\$25.21
7	\$17.77	\$19.75	\$20.56	\$21.40	\$22.40	\$23.21	\$24.10	\$25.08	\$26.09
8	\$18.41	\$20.44	\$21.30	\$22.20	\$23.27	\$24.10	\$25.02	\$26.04	\$27.08
9	\$19.08	\$21.21	\$22.11	\$23.03	\$24.13	\$25.00	\$25.98	\$27.02	\$28.11
10	\$19.82	\$22.02	\$22.95	\$23.98	\$25.11	\$26.04	\$27.04	\$28.14	\$29.26
11	\$21.12	\$22.90	\$23.89	\$24.96	\$26.13	\$27.09	\$28.15	\$29.29	\$30.48
12	\$21.45	\$23.85	\$24.87	\$25.99	\$27.26	\$28.27	\$29.38	\$30.55	\$31.79
13	\$22.33	\$24.81	\$25.96	\$27.11	\$28.44	\$29.51	\$30.65	\$31.89	\$33.19
14	\$23.34	\$25.93	\$27.10	\$28.37	\$29.76	\$30.87	\$32.08	\$33.37	\$34.71
15	\$24.39	\$27.09	\$28.35	\$29.68	\$31.12	\$32.29	\$33.55	\$34.90	\$36.31
16	\$23.34	\$25.93	\$27.10	\$28.37	\$29.65	\$30.66	\$31.85	\$33.14	\$34.48
17	\$24.44	\$27.15	\$28.42	\$29.69	\$30.99	\$32.05	\$33.29	\$34.63	\$36.02
18	\$25.79	\$28.39	\$29.73	\$31.11	\$33.00	\$34.61	\$35.95	\$37.40	\$38.90
19	\$28.41	\$31.92	\$33.31	\$34.78	\$36.41	\$37.69	\$39.08	\$40.55	\$42.11

Salary Schedule RANGE	2019-2020		1.0% increase						
	Initial	A	B	C	D	E	F	G	H
1	\$14.61	\$16.24	\$16.84	\$17.44	\$18.24	\$18.86	\$19.61	\$20.38	\$21.19

2	\$15.39	\$17.09	\$17.74	\$18.43	\$19.27	\$19.96	\$20.73	\$21.55	\$22.43
3	\$15.71	\$17.45	\$18.14	\$18.81	\$19.68	\$20.38	\$21.15	\$22.02	\$22.89
4	\$16.29	\$18.10	\$18.79	\$19.56	\$20.45	\$21.17	\$22.00	\$22.87	\$23.80
5	\$16.81	\$18.69	\$19.43	\$20.19	\$21.14	\$21.90	\$22.74	\$23.65	\$24.60
6	\$17.37	\$19.30	\$20.06	\$20.88	\$21.85	\$22.65	\$23.52	\$24.46	\$25.46
7	\$17.95	\$19.95	\$20.77	\$21.61	\$22.63	\$23.44	\$24.34	\$25.34	\$26.35
8	\$18.60	\$20.65	\$21.51	\$22.42	\$23.50	\$24.34	\$25.27	\$26.30	\$27.36
9	\$19.28	\$21.42	\$22.33	\$23.26	\$24.37	\$25.25	\$26.24	\$27.29	\$28.39
10	\$20.02	\$22.24	\$23.18	\$24.22	\$25.37	\$26.30	\$27.31	\$28.42	\$29.55
11	\$21.33	\$23.13	\$24.13	\$25.21	\$26.39	\$27.37	\$28.43	\$29.58	\$30.79
12	\$21.66	\$24.09	\$25.12	\$26.25	\$27.53	\$28.55	\$29.67	\$30.86	\$32.11
13	\$22.55	\$25.06	\$26.22	\$27.39	\$28.73	\$29.80	\$30.96	\$32.21	\$33.52
14	\$23.57	\$26.19	\$27.38	\$28.65	\$30.06	\$31.18	\$32.40	\$33.70	\$35.06
15	\$24.64	\$27.37	\$28.63	\$29.97	\$31.44	\$32.61	\$33.88	\$35.25	\$36.67
16	\$23.57	\$26.19	\$27.38	\$28.65	\$29.94	\$30.97	\$32.17	\$33.48	\$34.83
17	\$24.69	\$27.42	\$28.71	\$29.98	\$31.30	\$32.37	\$33.62	\$34.98	\$36.38
18	\$26.05	\$28.68	\$30.03	\$31.43	\$33.33	\$34.96	\$36.31	\$37.77	\$39.29
19	\$28.70	\$32.24	\$33.64	\$35.13	\$36.78	\$38.06	\$39.48	\$40.96	\$42.53

Salary Schedule RANGE	2020-2021		2.0% increase						
	Initial	A	B	C	D	E	F	G	H
1	\$14.90	\$16.57	\$17.18	\$17.79	\$18.61	\$19.24	\$20.00	\$20.79	\$21.62
2	\$15.70	\$17.44	\$18.10	\$18.80	\$19.65	\$20.36	\$21.14	\$21.98	\$22.88
3	\$16.03	\$17.80	\$18.50	\$19.19	\$20.08	\$20.79	\$21.58	\$22.46	\$23.35
4	\$16.62	\$18.46	\$19.16	\$19.95	\$20.86	\$21.60	\$22.44	\$23.33	\$24.28
5	\$17.15	\$19.06	\$19.82	\$20.59	\$21.57	\$22.34	\$23.19	\$24.12	\$25.10
6	\$17.71	\$19.68	\$20.46	\$21.30	\$22.29	\$23.10	\$23.99	\$24.95	\$25.97
7	\$18.31	\$20.34	\$21.18	\$22.04	\$23.08	\$23.91	\$24.83	\$25.84	\$26.88
8	\$18.97	\$21.06	\$21.94	\$22.87	\$23.97	\$24.83	\$25.78	\$26.83	\$27.90
9	\$19.66	\$21.85	\$22.78	\$23.73	\$24.86	\$25.76	\$26.76	\$27.84	\$28.96
10	\$20.42	\$22.68	\$23.65	\$24.70	\$25.87	\$26.83	\$27.86	\$28.99	\$30.14
11	\$21.75	\$23.60	\$24.61	\$25.72	\$26.92	\$27.91	\$29.00	\$30.17	\$31.40
12	\$22.09	\$24.57	\$25.62	\$26.77	\$28.08	\$29.12	\$30.26	\$31.47	\$32.75
13	\$23.01	\$25.56	\$26.74	\$27.93	\$29.30	\$30.40	\$31.58	\$32.85	\$34.19
14	\$24.04	\$26.71	\$27.92	\$29.23	\$30.66	\$31.81	\$33.05	\$34.37	\$35.76
15	\$25.13	\$27.91	\$29.21	\$30.57	\$32.06	\$33.27	\$34.56	\$35.96	\$37.41
16	\$24.04	\$26.71	\$27.92	\$29.23	\$30.54	\$31.59	\$32.81	\$34.15	\$35.52
17	\$25.18	\$27.96	\$29.28	\$30.58	\$31.93	\$33.02	\$34.29	\$35.68	\$37.11
18	\$26.57	\$29.25	\$30.63	\$32.05	\$34.00	\$35.66	\$37.03	\$38.53	\$40.08
19	\$29.27	\$32.88	\$34.31	\$35.83	\$37.51	\$38.83	\$40.26	\$41.78	\$43.38

# KPESA Proposal 3

## Health Insurance

Remove the health insurance cap

### Article 27 Health Care

#### **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 HCPC 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 HCPC shall be empowered to determine health care benefits different from benefits in the plan in place on July 1, 2015/January 1, 2017. 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 HCPC 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.



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:

**FY17, FY18**                      Traditional Health Plan 15% per eligible employee per month.

   High Deductible Plan 10% per eligible employee per month.

~~In FY18, the employee's contributions are subject to the District's contribution caps set forth above.~~

The health care subcommittee comprised of KPEA, KPESA, and KPAA HCPC representatives, shall determine the employee contribution amount separately for both the Traditional Health Plan and the High Deductible Health Plan. 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 was \$1,246,835. 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.

As of November 7, 2016, all employees who work thirty (30) or more hours per week or at least .75 FTE are eligible for year round health benefits and are required, as a condition of employment, to participate in the KPBSD health plan. Any employee who as of November 7, 2016, has been working between twenty (20) and thirty (30) hours per week or between .50 and .75 FTE, and has previously been receiving health benefits, shall be grand parented as eligible for health benefits for the remaining length of time they are employed by the District. All such affected employees shall have a one-time option to opt out of health benefit coverage before their start of employment for the 2017-2018 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 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.**

**Dental and vision benefits shall be provided separately from medical and prescription benefits. Employees shall have the option to elect not to receive dental and vision coverage. The cost of the dental and vision benefits shall be included in the calculation of the employer and employee contribution amounts. The employer and employee contributions will be the same for an employee who receives dental and vision coverage as it is for an employee who elects not to ~~received~~ receive dental and vision coverage.**



## KPESA Proposal 4

### Article 20 Personal Leave

Amend Article 20 as follows

#### 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)~~ **nine (9)** 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:
1. No more than ~~three (3)~~ **four (4)** days per year may be cashed in.
  2. The value of each day will be equivalent to the employee's per diem.
  3. 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.

## KPESA Proposal 5

Add new Article Extracurricular Programs

### **EXTRACURRICULAR PROGRAMS**

**An extracurricular program is defined as a separate contract for direct supervision outside of the workday for an activity, club, or sport. There will be no payment for any student activity conducted solely during the workday.**

**Acceptance of an extracurricular contract is voluntary. Refusal to accept or willingness to perform an extracurricular contract shall have no bearing on continued building assignment or formal evaluation.**

**A. These salaries represent the amount to be paid by the School District when the activity has been approved by the Board and the employee has fulfilled the activity contract.**

**B. No extracurricular salary will exceed or be less than the ranges specified except as provided under the terms of this agreement.**

**C. The following payment method shall be used for employees receiving an extracurricular contract:**

**A lump sum payment will be made at the end of the activity with the regular paycheck specifying regular salary and extracurricular salary. Extracurricular pay shall not be paid early by separate check.**

**D. A separate contract addendum for each extracurricular activity will be issued. Contracts will be issued prior to the beginning of the activity.**

**E. When dividing a single activity between two or more sponsors, the salary shall be prorated between/among them.**

**F. In the event the Board adds a new activity or program to the extracurricular agreement, or significantly redefines an existing activity, the range for this new or redefined activity will be commensurate with equal or similar activities.**

**G. Providing the status of an extracurricular program is known, if a sponsor of an extracurricular activity is not to be rehired for the subsequent year, he/she will be notified in writing before the last day of the school term.**

**H. The schedule of activities and the corresponding ranges shall be published on the District's website as an Appendix at the same location as the Negotiated Agreement. Any change for the 2013 school year that lowers a range assignment identified in the Appendix shall be published on July 2, 2012. Any change for the following school year that lowers a range assignment identified in the Appendix shall be made before the last school day of the current school year.**

**I. As positions become vacant, certificated teachers within their respective buildings who are qualified shall be given first opportunity to sponsor/coach extracurricular activities. If no certified teacher within the building is hired as a sponsor/coach, classified employees within their respective**

**buildings who are qualified shall be given second opportunity to sponsor/coach extracurricular activities. If no certified teacher and no classified employee is hired, the position will be advertised.**

**EXTRACURRICULAR SALARY SCHEDULE**

**Extracurricular range values for employees shall be:**

<b>Range</b>	<b>Amount</b>
<b>1</b>	<b>\$375.14</b>
<b>2</b>	<b>\$467.86</b>
<b>3</b>	<b>\$749.22</b>
<b>4</b>	<b>\$936.79</b>
<b>5</b>	<b>\$1404.66</b>
<b>6</b>	<b>\$1873.59</b>
<b>7</b>	<b>\$2,341.45</b>
<b>8</b>	<b>\$2,810.38</b>
<b>9</b>	<b>\$3,278.25</b>
<b>10</b>	<b>\$3,747.18</b>
<b>11</b>	<b>\$4,215.04</b>
<b>12</b>	<b>\$4,682.91</b>

# KPESA Proposal 6

Add language to Article 10 Section P

## ARTICLE 10 WORK RULES

### P. Pay Warrants

#### 1. Pay Checks

- a. ~~Monthly pay warrants will be issued on actual hours worked.~~ **Pay checks will be issued twice per month**
- b. If a regular day for pay warrants falls on a holiday or bank holiday, then the last working day before such a holiday shall be considered the day for pay warrant.
- c. All new hires will have their paychecks automatically deposited in one or more financial institutions of their choosing.
- d. The District shall itemize all deductions, as space permits on the pay warrant so employees can clearly determine the purpose for amounts which have been withheld, and the pay warrant shall include the number of straight-line hours and dues/deductions.
- e. **There shall be a restructuring of payroll practices so that employees may elect for their pay to be annualized and paid twice per month totaling twenty-four (24) installments. The parties will be continuing their review of specific pay practices to effectuate this restructuring agreement.**

## KPESA Proposal 7

### Article 12 Resignation

Amend Section D. as follows

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 **according to the following schedule** ~~sixty seven percent (67%) of her/his normal hourly rate for unused sick leave.~~

**10-15 years of service 25% of his/her normal hourly rate per hour of unused sick leave**

**15-20 years of service 67% of his/her normal hourly rate per hour of unused sick leave**

**20+ years of service 75% of his/her normal hourly rate per hour of 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.

## KPESA Proposal 8

Add section G. Longevity to Article 17 Payment Conditions

Longevity Language

### G. Longevity

**All bargaining unit employees not receiving a step increase who are at the highest step of the salary schedule, shall receive a 1.5% increase to their salary.**

## KPESA Proposal 9

Article 17 Payment Conditions

Amend Section A. as follows

### A. Shift Differential

The District shall pay a shift differential of ~~twenty-five (25)~~ **fifty (50)** cents per hour to all employees assigned to work the swing shift, and ~~forty (40)~~ **seventy-five (75)** cents per hour to all employees assigned to work the graveyard shift.

## KPESA Proposal 10

### Lunch Breaks

#### Article 10 Section N.

Introduce the below paragraph to Article 10 Section N Lunch Break

#### 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.

**In accordance with relevant labor law, by mutual agreement between an employee and his/her supervisor. An employee may elect to have their duty free lunch scheduled for the last thirty minutes of his/her regular work shift.**

## KPESA Proposal 11

Replace Disobedience with Insubordination

#### Article 11 Discipline and Discharge

- A. In cases where the District determines to discharge, suspend or demote an employee, said employee shall have the charges presented in writing and tendered, at the request of the employee, in the presence of an Association member. The employee shall be given two (2) weeks notice or two (2) weeks pay prior to involuntary discharge. In cases of drunkenness, dishonesty, ~~disobedienee~~ **insubordination**, abandonment of duties, or unexcused absence of more than three (3) consecutive days, the employee shall be subject to immediate suspension and/or discharge without two (2) weeks notice or two (2) weeks pay.

## KPESA Proposal 12

Allow KPESA President employee status for the administration of benefits

Article 21 Association Leave

Paragraph 4

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 the salary and benefits equal to the amount of release time; (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 the annual benefit package for the President **(e) the President shall be considered an employee of the District for the administration of benefits.** At the conclusion of President's release, the employee shall be returned to her/his building position held prior to the leave.