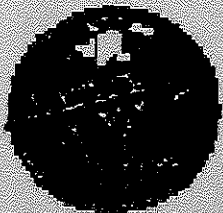


Ernie



**MSBSD**  
*Developing productive  
citizens for an ever changing world.*

# NEGOTIATED AGREEMENT

Between

**BOARD OF EDUCATION  
MATANUSKA-SUSITNA BOROUGH  
SCHOOL DISTRICT**

And

**CLASSIFIED EMPLOYEES'  
ASSOCIATION**

**July 1, 2002 -**

**June 30, 2004**

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no earlier than October 1st prior to the expiration of the contract and no later than December 1st prior to the expiration of the contract.

3. A written response shall be made suggesting a date/time for commencement of negotiations and a mutually satisfactory time for the first meeting shall be agreed upon within ten (10) days after receipt of the request.
4. Advisory arbitration will be conducted in accordance with Title 23 PERA.

## **ARTICLE II**

### **Definition of Terms**

- A. **Permanent Annual Employee:** an employee working for at least 260 days who is assigned to a regular budgeted and scheduled position who has successfully completed his/her probationary period.
- B. **Permanent Term Employee:** a permanent employee who works less than 260 days during the school term either full or part-time.
- C. **Part-Time Employee:** a permanent employee who works less than 40 hours per week.
- D. **Probationary Employee:** an at-will employee who may be terminated at any time during his/her 90 calendar day probationary period.
- E. **Temporary Employee:** an employee hired to fill a temporary position for a period less than ninety calendar days in a fiscal year. This will not prohibit the temporary employee from filling different temporary positions. A temporary employee is not eligible for membership in the association.
- F. **Acting Assignment:** an assignment must be approved by the Superintendent and is to replace an employee who is absent from a regularly budgeted and scheduled position.
- G. **Promotion:** advancement to a position with a higher pay range than the position the employee is vacating.
- H. **Transfer:** movement between buildings in the same job classification or between different job classifications within the bargaining unit.
- I. **Involuntary Transfer:** a transfer directed by the Superintendent.
- J. **District or Employer:** Matanuska-Susitna Borough School District.
- K. **Association or CEA:** Matanuska-Susitna Borough School District's Classified Employees Association.
- L. **Board:** The School Board of the Matanuska-Susitna Borough School District.

the employees yearly term of employment, but in no case shall be less than a school year, except for lead positions during the summer where the lead position shall conform to the summer term of employment. The lead person is not a supervisor. An employee can be removed from a lead position for just cause.

- AC. **Straight Time:** hours worked by the employee is defined as a normal work schedule as assigned by the supervisor based upon the employee's single position budgeted F.T.E. (Excluding overtime, compensatory time, or hours worked above the F.T.E. by any part-time employee, or hours worked as substitute, extra-curricular, or in a second job classification).
- AD. **Supervisor:** an employee who performs most if not all of the following duties with authority to use independent judgment in the interest of the district: to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline other employees, responsibly direct them, adjust their grievances, or effectively to recommend such action.
- AE. **Immediate Supervisor:** the lowest level of management personnel not in the bargaining unit having supervisory responsibility (see definition AD) of the employee.
- AF. **Certificate of Fitness:** (i.e., journeyman) required by the district for maintenance positions.
- AG. **Lateral Classification:** same paygrade.
- AH. **Workweek:** 40 hours in a week beginning midnight Sunday and ending midnight the following Sunday.
- AI. **Uniformed Services:** defined as the Armed Forces, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.  
  
The term "service in the Uniformed Services" means a performance of duty on a voluntary or involuntary basis in a Uniformed Service under competent authority, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
- AJ. **Positions:** the job titles covered by this agreement.

provided the employee has acted in good faith in the manner the employee reasonably believed to be in the best interests of the District, the employee has provided the District with timely notice of the action, suit, or proceeding, and the employee has cooperated with the District in defense of the action, suit, or proceeding.

## **ARTICLE V**

### **Performance Evaluations**

Evaluations will be completed each year during the employee's term of employment. An employee shall not be required to attend a post evaluation conference during a vacation period. An evaluation received by Human Resources after the end of the employee's term of employment shall be placed in the personnel file at the beginning of the next school year in accordance with Article IX "Employee Records". The evaluation may be used as a constructive tool to inform the employee of areas of strength and/or areas of concern in job performance.

- A. The immediate supervisor shall evaluate each employee at the end of his/her probationary period and on an annual basis thereafter. More than one evaluation may be done on an employee if the supervisor deems it necessary. Employees covered by this agreement shall not be required to perform a written evaluation of other classified employees.
- B. A conference between the supervisor and the employee shall be scheduled by the supervisor, who shall furnish the employee with a copy of the evaluation. The employee may have up to two (2) working days after receipt of the evaluation in which to review it, add comments, sign and return the copy to the supervisor's office. The employee's signature is an acknowledgment of receipt and that the evaluation has been reviewed. The original shall be placed in the employee's personnel file.
- C. A representative may accompany an employee upon request of the employee if the employee reasonably expects the meeting to result in disciplinary action or if the evaluation contains at least one (1) rating of Plan of Improvement.

## **ARTICLE VI**

### **Work Rules**

- A. **Position Vacancy Notices**
  - 1. When positions are vacated or additional positions are created within the District, position vacancy notices shall be posted in each designated work area on employee bulletin boards for a minimum of seven (7) working days prior to closing date.
  - 2. Positions not identified in Appendix C of this agreement must be provided to the Association President prior to posting.

- f. A classified employee whose transfer request is not honored shall, upon written request to the unit administrator, be provided the reasons in writing. The reasons may include why the successful employee was selected as well as any job requirements related to the program, team, school, or position as determined by the unit administrator.
- g. No transfer may be denied for arbitrary or capricious reasons.
- h. In district transfer requests shall be considered prior to considering other applicants.
- i. An exempt employee excluded from the CEA pursuant to Article I Section B, may request a waiver from the CEA in order to apply as an in-district applicant. The waiver must be applied for within 48 hours of the posting and a response from the CEA must be made within 24 hours. No waiver will be denied for arbitrary or capricious reasons.
- j. The District and the CEA will explore the possible advantages of an on-the-job training program for employees moving into positions they have not previously held in the District or do not otherwise qualify for.

## 2. Involuntary Transfer

When an involuntary transfer is being considered, the employee shall have the right to meet with his/her immediate supervisor and the Superintendent or his/her designee and shall be provided the reasons for the transfer in writing.

## C. Voluntary Demotion

A permanent or term employee may move to a position in a lower salary grade than his/her current position. If the employee has not previously completed a probationary period in the new classification he/she will serve a ninety (90) day training period. Employees who receive a classification transfer or demotion and do not successfully complete training shall not be entitled to be placed on a recall list in their former classification if the reason that they do not successfully complete the training period is because of misconduct, and not mere inability to successfully perform the duties of the new position.

1. Job share partners will receive benefits (leave, SBS, and health insurance) under the terms of this agreement for other .5 FTE positions. .5 FTE positions do not receive PERS. All job shares must pay for one half of health insurance coverage if he/she wishes to receive any coverage.
2. Partners will not be allowed to request voluntary transfers, personal leave of absence, or educational leave of absence during the job share year. The partners must make a full year commitment to the job share position.
3. There will be no loss of productivity normally provided by a single FTE staff position. If the supervisor determines productivity has dropped at any time during the job share year, the least senior job share partner may be laid off immediately if another vacant position is not available. The dissolution of job share in the middle of the year shall not require any disruption to any other program in the district.
4. Partners in job sharing assignments shall be granted one year's experience on the salary schedule for a full year of work.
5. Job sharing assignments will be determined on a year to year basis, with no implied automatic continuation. Applicants who wish to share a position must submit the request to the unit administrator and the Human Resources Director by March 1 of each year before the school year during which the position is to be shared.
6. The recommendation for the approval of job sharing will be made by the unit administrator. Final approval shall be at the discretion of the Superintendent. The unit administrator will consider the partner's compatibility, the consistency of job performance, the best method of splitting job responsibilities, the relative advantages and disadvantages of various part-time schedules, and the structure of an adequate communication system between job sharers in regards to meeting the best interests of the school.
7. Job sharing partners will be required to attend all required training. Job sharing partners will be required to attend staff meetings unless excused by the building administrator. When excused, partners are still responsible for all information presented at staff meetings. No extra compensation shall be paid for fulfillment of these duties.
8. The total of positions available for job sharing in the district shall not exceed 5 per year.



over thirty days, seniority will be maintained but no credit will accrue while on leave of absence. Seniority will continue to accrue on the day after the unpaid leave ends.

- d. The employee will return to his/her original position if it exists in the budget, but if not then the employee will be subject to the layoff provisions of this Agreement.
- e. The employee must notify the District in writing, of intent to return within thirty days (30) days of the expiration of the leave. Failure to make such notification will release the District from the obligation of providing a position.
- f. Failure to return to duty following a leave shall forfeit all rights and benefits.
- g. An employee on leave may elect to pay premiums for insurance during the leave.
- h. Utilization of leave time for purposes other than which the leave was granted shall be a cause for dismissal.

2. Categories of leave without pay include:

a. Educational

A leave of absence may be granted for professional study which is a direct benefit to the District. Leave application for professional study shall be accompanied by written documentation establishing at least 12 semester hours of coursework per semester from the accredited college, university, or vocational school. The documentation must be provided to the District by September 30th of the following year. Application for professional study must be received by January 1st of the academic year prior to the requested leave and notice of intent to return must be received within 30 days of the expiration of the unpaid leave. Travel study will not be considered in approving professional study plans.

b. Personal Leave

An employee may request a personal leave of absence for no less than six months or no more than one year. Request shall be made at least 30 days prior to the start of leave. No more than 10 employees can be on approved personal leave at anytime.

bump on their list only. Recalls will also be based upon the specific seniority list. Seniority for part-time employees shall be computed as if they were employed full-time. Seniority lists will be given to CEA by November 15th of each year. The seniority list will be final and binding upon all parties by January 15th of each year for the remainder of the calendar year unless a challenge to the list is made by the Association prior to January 15th.

3. Identical Seniority Dates

When the need arises to break identical seniority status (seniority ties) the method used shall be by random drawing. The drawing shall take place while an Association representative is present. Each employee involved shall have their name placed on a separate sheet of paper. The papers will then be placed in an opaque container. After thorough mixing, the papers shall be withdrawn one at a time. The first name drawn shall be considered the most senior continuing to the last name drawn, who shall be considered the least senior.

4. Reduction in Force

The Superintendent is authorized to layoff employees if a position has been abolished or if he/she determines a layoff is appropriate due to insufficient funds or work. When the District has decided to reduce the number of employees within a classification, the minimum of fourteen (14) calendar day notice of layoff will be provided. The order of layoff will be determined by seniority from the appropriate seniority lists. The district will attempt to limit the number of employees to those laid off to the number of positions (from the bargaining unit in full-time equivalents) that were cut from the budget.

- a. In determining which employee or employees are to be laid off the district shall, first, ascertain the classification of the position or positions which the Superintendent has decided must be vacated. The least senior employee or employees in the district holding a job with the same classification shall be laid off.
- b. If a position within a building is abolished or reduced from a full to a part-time position, and no employee holding the position in the building is susceptible to layoff in accordance with the provisions with Paragraph (a) above, the employee with the least seniority in the building will be reassigned to another building in which there is a vacant position with the same job classification and same status (either full-time or part-time). In the event no vacant qualifying position exists the employee may then elect to bump the employee in the same classification and status who has the lowest bargaining unit seniority. However, when a position's hours are reduced an employee

5. Recall

a. Employees will be recalled to positions within their classification or to a classification that he/she has previously held in order of their seniority. The most senior will be recalled first. Employees who occupied a full-time position at the time of layoff shall be recalled to a full-time position by order of seniority first; prior to recalling employees who occupied part-time positions at the time of layoff. Employees who occupied a part-time position at the time of layoff shall be recalled to a part-time position by order of seniority first; prior to recalling employees who occupied a full-time position. A copy of the recall list will be provided to the Association and affected employees upon request. If there is a conflict in hours with other district employment, the employee may choose to remain on the recall list. An employee will be removed from the recall list for the following reasons:

1. Refusal of a job offer of the same days, hours, classification, and pay level held at the time of notification of layoff that is within twenty (20) miles of their former position.

2. Failure to keep the District up-to-date with current phone number and address. If the District cannot contact an employee by phone after three (3) attempts in two (2) days during regular working hours, then the District may proceed to next name on recall list or if there are not any other names remaining on the list; then the District may begin to fill the position with transfers or new hires. The District will confirm attempts to contact via phone in writing and without contact after ten (10) days of written notice, the district will remove the name from the recall list.

3. Twenty-four (24) months has expired from the date the employee's name was placed on recall list.

b. Employees will be placed on the recall list based upon their seniority. Laid off employees will remain on the recall list for two (2) years and will be eligible for recall into job classifications which they have held previously in the district. A laid off employee may apply for in-district transfers along with other employees during their layoff provided they are qualified for the position.

c. Employees from other bargaining units may not be recalled into a CEA position.

four (4) ten (10) hour days with the workweek at straight time, exclusive of a one-half (1/2) hour unpaid lunch.

3. If a supervisor changes the hours of current positions to mid shifts, volunteers within the appropriate job classifications will be solicited. If there are too many volunteers, assignments will be made on the basis of seniority. If there are no volunteers, employees in the appropriate job classifications will be assigned on the basis of reverse seniority.

#### O. Overtime

1. Employees working a five (5) day workweek will be paid for all authorized time worked in excess of eight (8) hours but less than (13) thirteen hours per day at the rate of one and one half (1 1/2) times their regular hourly rate. Beginning with the (13th) thirteenth hour, the compensation rate shall be two (2) times their regular hourly rate. The employee will be paid at the rate of one and one half (1 1/2) times his/her regular hourly rate for the first eight (8) hours on the sixth (6th) day. All hours in excess of eight (8) on the sixth (6th) day and the entire seventh (7th) will be compensated at two (2) times his/her regular hourly rate.
2. Employees working on a four (4) day work week will be paid for all authorized time worked in excess of ten (10) hours but less than fifteen (15) hours per day at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. All time worked in excess of fifteen (15) hours per day shall be paid at two (2) times the employee's regular hourly rate. The first eight (8) hours worked on the fifth (5th) day shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate. All hours worked beyond eight (8) on the fifth (5th) day and any hours worked on the sixth (6th), or seventh (7th) will be compensated at two (2) times the employee's regular hourly rate.
3. Premium pay shall not be pyramided.
4. Employees who work less than forty (40) hours per week may work up to ten (10) hours per day at the straight time rate by mutual agreement with their supervisors. Employees who wish to substitute in a different position or classification will be allowed to do so at the prevailing substitute rate as long as it does not interfere with their regular duties.
5. The accumulation of compensatory time in lieu of overtime payments will be in accordance with the Fair Labor Standards Act. Each hour of overtime worked, when converted to compensation time, shall be computed at the same rate as paid overtime. Partial hours shall be prorated. Compensation time must be used within thirty (30) workdays. If the compensation time is denied by the supervisor, the overtime must be paid at the appropriate rate

**R. School Closure Days**

1. Classified employees who work twelve months shall report to work or utilize appropriate leave during school closure days.
2. Classified employees who work less than twelve months per year shall not report to work and will not be compensated unless they choose to utilize accrued leave. Employees who do not utilize accrued leave may choose to work an additional day(s) at the end of the school term to make-up for the lost day(s) and will be compensated at that time. The additional day(s) will be scheduled through the supervisor/principal.

**ARTICLE VII  
Employee Benefits**

**A. Insurance**

Insurance coverage for employees and their dependents shall begin the first day of the month following employment. The employee has the option to continue health insurance coverage at his/her own expense during an unpaid leave of absence. The employee must pay 100% of the cost when on unpaid leave of absence prior to the first day of the month on which insurance coverage is desired.

The Association will work collaboratively in a cost containment committee with the District, Principals' association, and all other employees (Directors, exempt employees, Board members, and MLMU). The purpose of the committee will be to:

- \*Obtain the best value for insurance benefits
- \*Limit costs
- \* Provide a basic non-waivable package for all full-time employees
- \*Provide a choice of plans

As of July 1, 2002, the District's maximum liability shall be \$7,896.

\*As of July 1, 2003, the District's maximum liability shall be \$8,212.

\*\*"Me too" clause applies in FY 04, based upon final settlement between District and MSEA. If MSEA receives more on insurance, then the District will match that amount for CEA.

**Funding Process and Reconciliation**

1. Notification of the Projected Health Insurance Costs for the Next Year: The parties anticipate that the School District will be given notice by the insurance carrier/administrator approximately three months preceding the new plan year as to what the projected health care insurance costs will be for the following plan year.

Dollar amounts will be based on the Districts maximum liability and subject to change.

**B. Physical Exams**

All employees shall have a physical exam upon initial employment by the District. The examination must occur not more than 90 days prior to the beginning day of employment. A reexamination will be required every three (3) years by October 1st of the year in which it is required.

The examination form must be submitted to the Personnel department within 30 days following initial employment. The physical examination is a condition of employment.

The cost of the exam shall be the responsibility of the employee, however employees not covered by health insurance shall be reimbursed up to \$115 for the required physicals. Any employee seeking such reimbursement shall first be required to submit said bill to any existing health insurer providing coverage to the employee. The exam to be conducted and the form utilized by the District shall include only a TB test on initial employment, and whether or not the employee is free from communicable diseases and otherwise mentally and physically able to perform the duties of the position. No additional medical services and/or tests shall be conducted, except at the employee's own expense. The employee must present documentation of the actual cost no later than sixty (60) days after the beginning date of employment or after the actual examination, whichever is later; otherwise the reimbursement shall be forfeited.

This provision does not exempt employees from taking physical examinations required by Board policy or other regulations.

**C. Holidays**

1. All permanent employees shall be entitled to observe the following School District holidays that fall within their term of employment according to their FTE.

New Years Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**D. Annual Leave**

**1. Rates of Accrual**

All permanent employees shall accrue annual leave at the following rate, prorated based on their FTE while in paid status:

0 - 3 years	1.75 days/month
3 + 1 day - 5years	2.50 days/month
5 + 1 day - 10 years	3.00 days/month
10+ 1 day - 15 years	3.25 days/month
15+ 1 day	3.50 days/month

- A. If the supervisor determines that a substitute is required for a particular position, the employee must take annual leave in 1/2 day or full day increments at the beginning or the end of the school day
- B. Accrued leave will remain with the employee during the term of their employment regardless of FTE status change.

**2. Changes of Accrual Rate**

All accrual rate changes shall become effective on the day after the employee's anniversary date.

**3. Utilization**

Employees must obtain written approval of annual leave requests in advance from their supervisor. Employee requests shall be given full consideration, and to the extent practicable, approved. The final decision regarding approval or disapproval of any request will be based on the supervisor's evaluation of the needs of the job. Annual leaves will be scheduled on the basis of classification seniority.

For any sick/annual leave taken for a period of time greater than two (2) days for an illness, an employee may be required to bring the District a doctor's note. Any employee who has more than six (6) separate instances of annual leave for illness during a twelve (12) month period may be required to bring the District a doctor's note in instances where less than two (2) days of annual leave for illness are used.

Employees sick leave balances as of July 1, 1999 have been deposited to individual sick leave bank accounts to be utilized under the guidelines of the sick leave bank.

- b. Advance vacation pay will be granted for increments of two (2) weeks which must correspond to pay periods.
- c. Time sheets for the period of time for which advance pay is requested must be authorized by the employee's immediate supervisor and submitted to the Payroll Department at least ten (10) days prior to the payday before the employee's annual leave begins.

**E. Sick Leave Bank**

A sick leave bank may be established by the Association. If established, the sick leave bank shall be administered under the sole direction of the Association which shall be responsible for its operation in accordance with applicable law. The Association hereby agrees that it will indemnify and hold the Matanuska-Susitna Borough School District, together with its Board members, administrators, officers, agents, and employees, harmless from any claim of any nature connected with or arising out of the implementation of the sick leave bank or the award of sick leave bank benefits, whether such claims are initiated by classified employees or any other persons. Without limiting the scope of this indemnification and hold harmless obligation, the Association agrees to (a) assume the defense against such claim, (b) pay any attorney's fees and costs associated with the defense against any such claims, and (c) pay the full amount of any adverse judgements or award resulting from such claims, including costs, attorney's fees and interest.

On October 30<sup>th</sup> of each year a classified employee's annual leave will be reduced by .5 day and deposited to the general fund of the CEA sick leave bank unless notification is received by the payroll department prior to October 15 that the employee does not wish to participate.

**F. Other Benefits**

1. The District shall participate with all permanent employees who are employed at least thirty (30) hours per week in the State Public Employees Retirement System.
2. The District shall participate with all employees in the Supplemental Benefits Program.
3. All employees shall be covered by Worker's Compensation and liability insurance.

**G. Legal Leave**

An employee called for jury duty shall be granted leave with pay. An employee required to appear by Federal, State, or District court to give testimony in a criminal or civil case in which the employee is a victim of alleged felony or to which



the employee is not required to perform duties for the District.

- b. The employee must request that the applicable Uniformed Service schedule his or her period of service so as not to conflict with District duties. If this request is denied, the employee must provide the District with an order from his or her military supervisor which reflects this denial and indicates the employee is ordered to report for duty during a period in which he or she would otherwise be required to perform duties for the District.
  - c. Official verification of the employee's military pay shall be the responsibility of the employee, and no supplementary District salary shall be paid until verification has been received by the District's payroll department.
  - d. Employees wishing to receive compensation from the District pursuant to this subsection are required to provide written notice to the District that their employment will be interrupted by a period of service in the Uniformed Services to the District's Human Resources Department at least two weeks in advance of the employee's expected departure from District duties.
3. An employee on military leave in accordance with this section may, at the employee's option, be paid for days of annual leave accrued in accordance with Article VII section D, 7 of this Agreement. An employee shall receive no other payment from the District for days in which he or she received payment for annual leave while on military leave.

**K. Mileage Allowance**

All employees required to use their personal vehicles for School District related purposes will be reimbursed at the current district rate. The supervisor must approve, or disapprove, use of personal vehicles on a one (1) time basis or on a continuous work schedule per job description.

**ARTICLE VIII  
Association Rights**

**A. Agency Shop**

1. It is recognized that the Association is obligated to provide the same level of representation to all employees who are covered by the scope of this Collective Bargaining Agreement whether or not they elect to become members.

provided by the Association authorizing Association dues to be deducted from his/her regular paycheck.

**C. Service Fees/Dues Payment**

Upon receipt of an authorization form from the employee voluntarily authorizing deduction of Association service fee/dues, the District shall deduct such dues from the pay of the employee. The Association shall provide the District the amount of the deduction authorized on a form provided by the Association. The service fee/dues collected by the District shall be remitted to the Association on a monthly basis along with a current list of names from whom the money was deducted.

**D. Executive Board Contacts**

Employees may consult briefly with the twelve (12) CEA Executive Board members regarding Association business at the work site or on the telephone during working hours without loss of pay. Executive Board members shall attempt to limit these contacts to breaks, lunch time and before or after working hours.

**E. Building Representatives**

The Association shall have the right to designate a building representative in every building site. The Association will provide the Superintendent's office with the name of the building representative designated for each site. Building representatives may accompany employees at the representatives work site to meetings with the employee's supervisor at the employee's request when the meeting may result in disciplinary action.

**F. Intra-District Mail**

The Association shall have the privilege of using the intra-district mail system consistent with United States postal rules and regulations. The Association agrees to address all communications to the building representative for distribution.

**G. Use of Facilities**

The Association and its representatives shall have the right to use school buildings for meetings with advance approval of the building administrator.

**H. Bulletin Board**

The District agrees to furnish space for a bulletin board at each work site for use by the Association.

**ARTICLE IX**  
**Employee Records**

A. All documents, communications and records dealing with the processing of a grievance shall be maintained in the Human Resources Office until the grievance has been resolved. Should the grievant prevail, no reference to the grievance shall be placed in the grievant's personnel file.

B. Disciplinary correspondence contained in the employee's personnel file shall be removed after eighteen (18) months at the request of the affected employee. However, if a written reprimand is issued to an employee during the subsequent eighteen (18) month period regarding similar conduct, the previous reprimand shall remain in the file until another eighteen (18) month period has elapsed with no similar reprimands.

C. Only one official personnel file shall be maintained for each employee. Personnel files will be maintained in the personnel office. Payroll files shall be maintained in the payroll department. No documentation other than that pertaining to personnel or payroll matters may be entered into the employee's file unless it has first been initialed or signed by the employee, and the employee shall receive a copy of the document. In the event an employee refuses to sign a document, a witness may be required to sign noting that the employee saw and received a copy of the document.

D. An employee shall have the right to examine materials which originate in the District and are placed in the employee's personnel or payroll file with reasonable notice.

E. Other persons, including the authorized Association representative shall have the right to examine all materials available to the employee upon reasonable notice, with written consent of the employee.

F. The employee may request at his or her own expense of 10 cents per page to have material(s) copied from the official personnel file.

G. Once a year, upon request, the District will provide each employee a personnel action form that contains basic employee information.

**ARTICLE X**  
**Discipline and Discharge**

A. The District may discipline or discharge for just cause.

B. The employee's supervisor is responsible for carrying out or recommending each of the disciplinary actions set forth in Paragraph D below in accordance with the provisions of this section.

3. Reporting for work under the influence of alcohol.
4. Reporting for work under the influence of illegal substances.
5. Uncorrected use of alcoholic beverages which impairs the employee's work performance.
6. Possession, use or sale of narcotic or hallucinogenic drugs or other illegal substances.
7. Any act relating to employment that would signify an employee's work or intentions are dishonest.
8. Taking of District property or money converting to an employee's use.
9. Falsification of time records or other School District documents.
10. Immorality which shall be defined as the commission of an act on or off the job which under the laws of this State constitutes a crime involving moral turpitude.

F. Employees shall receive a written notification of problem(s) that may be used as the basis of future discipline. However, the supervisor may opt to discipline the employee without such notification within 20 working days of the time the supervisor is aware of the problem. Such notice shall be issued within 20 working days from the time the supervisor is aware of the problem. A copy of the notice may be placed in the supervisor's building file.

## **ARTICLE XI**

### **Grievance Procedure**

#### **A. Purpose and Definition**

##### **1. Purpose**

The primary purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems of both parties.

##### **2. Who May Grieve**

A grievance may be brought by an employee, a group of employees, or the Association on behalf of employees. The Association may file a grievance on its own behalf only for alleged violations of Article I, II, and VIII.

2. Superintendent - Level II

In the event that the grievance is not resolved at Level One, the Association may submit a written statement of the grievance to the Superintendent within ten working days after a written response at level one. Within five working days of receiving the grievance, the Superintendent or his/her designee shall meet with the grievant and representative of the Association. The Superintendent shall make his/her decision known in writing within five working days of the meeting.

3. Mediation - Level III

If the Association is not satisfied with the level two decision, then the parties may submit the issue to mediation within ten working days of receipt of the Level two decision. The parties shall request a list of nine qualified mediators from the American Arbitration Association (AAA) upon ratification of this agreement, and the list shall be used to select the mediator for individual disputes. The parties shall alternately strike a name from the list until one remains. The first strike shall be determined by the flip of a coin. The parties shall equally share the costs of mediation.

The mediation procedure is entirely informal in nature. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the proceedings, both stating their views and by asking questions of the other participants at the mediation hearing. The primary effort of the mediation should be to assist the parties in settling the grievance in a mutually satisfactory fashion. In attempting to achieve settlement, the mediator is free to use all of the techniques customarily associated with mediation, including private conferences with only one party. If settlement is not possible, the mediator should provide the parties with an immediate opinion based upon the collective bargaining agreement as to how the grievance would be decided if it went to arbitration. That opinion shall be advisory and delivered orally. The advisory opinion could be used for further settlement discussions or for withdrawal or granting of the grievance. If the grievance is not settled, granted, or withdrawn, the parties are free to arbitrate. If they do, the mediator could not serve as arbitrator, and nothing said or done by the parties or the mediator for the first time during mediation could be used against a party during arbitration.

completion of the probationary period, said employees will be advanced to the step of the salary schedule held by them at the time of their termination, but in no event shall rehired employees be placed higher than step 4. Employees who are rehired within 3 years of the date of their removal from the recall list shall be treated in like fashion.

- b. Employees shall have the obligation to request, in writing to the Director of Human Resources, advancement on the salary schedule to the step held by them at the time of their previous termination. Employees failing to request such advancement in writing shall be advanced only at the time of such written request.
- c. The District shall have no obligation, express or implied, to determine whether advancement is appropriate. Such responsibility shall rest solely with the employee. Under no circumstances shall back pay be allowable unless a written request has been made.
- d. In the event the job classification has been downgraded, either prior to or subsequent to the termination, the employee will be placed at the current banding and grade level.
- e. Seniority shall not be affected in any way, and employees shall be placed on the seniority list in the same manner as a new hire.

2. Summer School Employees:

- a. When a permanent term employee working in one classification accepts a temporary summer school position in a different classification, the position is paid for with grant funds, the wage will be set at step zero of the current negotiated agreement salary schedule for the classification of that different position. The employee will return to their regular permanent term position at the scheduled start date in the fall.
- b. If a permanent term-employee has held a temporary summer position in a different classification and is laid off from their permanent term position they may only bump in classifications where they have a permanent term or 12 month positions. Having held a temporary summer school position in a classification does not allow an employee to bump someone less senior out of that classification.

D. Promotions

When an employee is advanced to a higher grade, salary will be taken to the next higher step in the new grade which is closest to a five percent (5%) increase from

3. Each employee shall have the option of automatic deposit to the banking institution of his/her choice, as long as there is a depository within the Mat-Su Borough for his/her bank or credit union.

#### **I. Retirement Incentive**

In special recognition of longevity and extraordinary services provided to the Matanuska-Susitna Borough School District by selected classified employees, there is hereby established a Service Recognition Program.

The salary increases which this program provides are for services rendered and shall apply only to classified employees who are eligible to retire under PERS and who notify the Human Resources Department of their intention to retire no later than December 31 of the current school year, and who retire at the end of the school year. The increase shall be paid in one lump sum in the final paycheck and the classified employees will have his/her final paycheck amended to reflect an increase of \$150 per year of consecutive District service.

The Association acknowledges that the District has made no representations regarding the impact which the payment described in this section will have on any individual's eligibility for retirement or level of retirement benefits. The Association hereby agrees that it will indemnify and hold the Matanuska-Susitna Borough School District, together with its Board members, administrators, officers, agents, and employees, harmless from any claim of any nature connected with or arising out of a decision by the Public Employee's Retirement System regarding an award of benefits to any classified employee receiving the payment described in this section, whether such claims are initiated by classified employees or any other persons. Without limiting the scope of this indemnification and hold harmless obligation, the Association agrees to (a) assume the defense against such claim, (b) pay any attorney's fees and costs associated with the defense against any such claims, and (c) pay the full amount of any adverse judgements or award resulting from such claims, including costs, attorney's fees and interest.

#### **J. Dependent Care Plan/Medical Reimbursement**

The District will provide to all Association employees on a voluntary basis a medical care and dependent care plan, consistent with Section 125 of the Internal Revenue Code.

#### **K. Classification Review Committee**

The Association and the District will establish a seven member Classification Review Committee to review job descriptions, pay ranges, and premium opportunities for positions represented by the Association. The committee will meet semi-annually to

**ARTICLE XIV**  
**Term of Agreement**

This Agreement shall be effective July 1, 2002 shall remain in effect until June 30, 2004. The parties may mutually agree to extend the provisions of the contract for an additional year.



LIST OF TITLES AND PAY GRADES

Title	Salary Grade	Title	Salary Grade
		Family Advocate	
		Signing Aide	7
None	1	Accounts Payable Assistant	
		Building Custodian	
School Monitor	2	Case Manager	
Day Care Assistant		Child Development Associate	
Nutrition Aide		Electrician I	
Nutrition Services Preparator		Payroll Assistant	
Xerox Operator		Personnel Support Assistant	
		Program Specialist, JGM	
		PUR/WSHE Technician	
		Records Technician	
		Safety Officer	
Clerk/Floater-Serger/Cashier	3	General Maintenance Mechanic I	
Activity Driver		Secretary, Federal Programs	
Clerk		Secretary/Cashier Coordinator	
Computer Aide		Special Education Assistant	
ELP Clerk		Tutor/Advisor: General	
Custodian		Tutor/Advisor: Title I	
ED/BD Aide Clerk		Tutor/Advisor: IEA/JGM	
Spec Ed Clerk		Tutor/Advisor: Make Your Day	
MIS Operations Clerk		Tutor/Advisor: Tech Prep Career Advisor	
School Aide		Tutor/Advisor: Character Education	
School Aide /Title I		Tutor/Advisor: Tech Prep School Coord.	
Warehouse Delivery Driver			
Server/Cashier		Administrative Secretary	8
		Computer Technician	
		Electronic Technician	
		Payroll Accountant	
Community Schools Activity Monitor	4	Program Facilitator	
Daycare Worker		Materials Technician	
Diagnostician		Personnel Support Specialist	
Vehicle Maintenance I		Secretary to Director of Ex Child Services	
Nutrition Services Clerk		Secretary to Director of O & M	
Plumber I		Transportation Routing Specialist II	
Charter School Assistant		Administrative Secretary/MIS	
Transportation Routing Specialist I		MIS Information Specialist	
Special Aide II			
		No positions	9
No positions	5	Accountant	10
		Boiler/Master/Heating Mechanic	
Aquatic Tutor	6	HVAC Mechanic	
Boiler		General Maintenance Mechanic II	
Work Study/Activity Driver		Refrigeration Mechanic	
Cook		Vehicle Maintenance II	
Migrant Education Technician		Construction Trades Assistant	
MIS Technical Operations Assistant		Sign Language Interpreter	
Operations Assistant		Grant Accountant	
Records Specialist		MIS Safety & Drug Prevention Coord	
Registrar		No positions	11
Secretary I		No positions	12
Signing Aide		No positions	13
Warehouse Office Specialist		Accountant	14
Warehouse Inventory Specialist		Activity Transportation Coordinator	
Warehouse Specialist Driver		Administrative Assistant	
		AS400/PC Network Specialist	
		AV Technician Electronics	
		Computer Technician	
		Electrician II	
		Finish Carpenter, Locksmith, Metal Fabricator	
		HVAC Specialist	
		MIS Systems Specialist	
		Network Microcomputer Specialist	
		Network Specialist/Data Processing Tech	
		Plumber II	
		Title I Computer Technician	15
		Budget Analyst	
		Microcomputer Network Specialist	
		Budget Analyst	
		Wide Area Network Specialist	16
		MIS Programmer	17

