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NEGOTIATED AGREEMENT

Between

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

And

**CLASSIFIED EMPLOYEES'
ASSOCIATION**

July 1, 2010

June 30, 2013

SIGNATURE PAGE

The signatures on this page indicate the parties to this Agreement have thoroughly reviewed all of the following articles and provisions of this Negotiated Agreement and to the best of their knowledge it reflects the negotiations that occurred between the parties.

SCHOOL DISTRICT

CLASSIFIED EMPLOYEES ASSOC.

Mike Dunleavy, School Board President

Rick Byrnes, President

Dr. Kenneth Burnley, Superintendent

Ernie Kirby, Spokesperson

Saul Friedman, Spokesperson

Lorie Miner, CEA Member

Katherine Gardner, HR Director

Chad Johnson, CEA Member

Joe Boyle, MSEA Liaison

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ARTICLE I
Purpose, Recognition, and Negotiations

A. Purpose

It's the District's and Association's purpose to promote harmonious and cooperative relations between the employer and the employees. The employer recognizes the right of employees to organize in an employee organization for the purpose of collective bargaining, to negotiate and enter into written agreements with the employer on matters of wages, hours, and other terms and conditions of employment. The purposes of this agreement are:

1. To promote efficiency in service to the students and employees of the Matanuska-Susitna Borough School District.
2. To recognize the legitimate, reasonable interest of the Association to participate through collective bargaining in the determination of terms and conditions of employment with the Employer.
3. To promote fair, reasonable, and safe working conditions.
4. To avoid any unnecessary interference with the efficient operation of the School District.
5. To provide a basis for the adjustment of matters of mutual interest covered by this agreement by means of amicable discussion.

B. Recognition

For the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment, the District recognizes the Classified Employees' Association as the exclusive representative of all classified employees except for managerial, confidential, mid-level management employees, temporary employees, substitute employees or employees properly placed in other bargaining units according to the Alaska Labor Relations Agency.

C. Negotiations

1. The Matanuska-Susitna Borough School Board shall negotiate with the Classified Employees' Association in good faith on matters of wages, hours, and other terms and conditions of employment.
2. A written request for negotiations shall be submitted by the Association to the Superintendent or by the Superintendent to the Association presented 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. Annual Employee:** a permanent 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. 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 60 calendar day probationary period.
- E. **Temporary Employee:** an employee hired to fill a temporary position for a period less than sixty working days in a fiscal year. Temporary positions are for special projects, limited extra work load needs and summer work. 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.
- M. **Superintendent:** Superintendent of the Matanuska-Susitna Borough School District or designee.
- N. **Immediate Family:** husband, wife, father, mother, son, daughter, brother, sister, grandparents, grandchild, guardian, or legal ward, household member having the same relationship to the employee as the aforementioned husband or wife, person having the same relationship to the employee's spouse.
- O. **Day:** a regular District working day unless specified as a calendar day.
- P. **F.T.E.:** full-time equivalent. A 1.0 FTE position is a full-time position budgeted and scheduled to work a minimum of 40 hours per week.
40 hrs = 1.0, 30-39.99 hrs = .75-.99, 20-29.99 hrs = .50-.74, .1-19.99 hrs = .25
- Q. **Employee:** a person who is a member of the bargaining unit - CEA.
- R. **Substitute Employee:** an employee on call to fill-in when a permanent employee is absent including absence through the acceptance of an acting assignment. A substitute employee may not be employed to avoid filling a bargaining unit position that is otherwise vacant. A substitute employee is not eligible for membership in the Association.
- S. **Year:** July 1 - June 30th unless otherwise specified.
- T. **Seniority:** is defined as the total accumulated length of time without a break in the term of service with the District in any classification covered by the Agreement. Any period of exempt work will not be counted into an employee's seniority.
- U. **Termination:** separation from the district due to dismissal, resignation, death, removal from layoff list, or retirement.
- V. **Personnel File:** all written documentation pertaining to an employee kept in his/her official file by the personnel office.
- W. **Dependent:** the employee's spouse or unmarried children as defined in applicable insurance policies.
- X. **Exempt Employee:** a confidential employee as determined by the District according to the Alaska Labor Relations Agency.
- Y. **Employee Representative:** an employee who is designated as such by the Association.

- Z. **Mid Shift:** Any shift which occurs within the hours of ten (10) PM and seven (7) AM.
- AA. **Lead Position:** position determined by the District to coordinate the work of several other employee's for a specified period of time. The specified time shall conform to 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 anytime during the specified period of time for just cause.
- AB. **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).
- AC. **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.
- AD. **Immediate Supervisor:** the lowest level of management personnel not in the bargaining unit having supervisory responsibility (see definition AD) of the employee.
- AE. **Certificate of Fitness:** (i.e., journeyman) required by the district for maintenance positions.
- AF. **Lateral Classification:** same pay grade.
- AG. **Workweek:** 40 hours in a week beginning midnight Sunday and ending midnight the following Sunday.
- AH. **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.
- AI. **Positions:** the job titles covered by this agreement.
- AJ. **Paraeducator:** A paraprofessional is defined by the Elementary and Secondary Education Act (ESEA) or No Child Left Behind Act (NCLBA).
- AK. **Highly Qualified:** An employee who meets the highly qualified requirements of the ESEA/NCLB.

ARTICLE III
Nondiscrimination

- A. The District and Association agree that there shall be no discrimination concerning terms and conditions of employment or membership in the Association because of a person's race, color, religion, age, or because of a person's national origin, gender, marital status, changes in marital status, pregnancy, parenthood, physical or mental disability, political affiliation, and membership or participation in Association activities, provided that this provision shall

not be construed to prevent the application of affirmative action principles or plans to which the district may be required to adhere to by law.

- B. The District will not directly or indirectly impede, restrain, or attempt to restrain any employee from belonging to the Association, or taking part in Association affairs or discriminate against an employee because of his/her Association membership or lawful Association activity.
- C. The Association and the District will not directly or indirectly harass, coerce or pressure an employee to join or not to join; or to support or not to support the Association or any of its activities.
- D. District employees covered by this agreement shall not be required to become members of the Association.

ARTICLE IV Safety

- A. The Employer shall provide and maintain safe and healthy working conditions for employees. The District shall provide all safety equipment and clothing required by law.
- B. When a safety concern arises, the employee shall report it immediately to his or her immediate supervisor.
- C. Safety meetings shall be scheduled on an as needed basis by the District as determined by the immediate supervisor. Topics for safety meetings shall be selected by the immediate supervisor.
- D. The School Board shall insure or indemnify and protect each employee against financial loss and expense, including reasonable legal fees and costs arising out of any claim, demand, suit, or judgment by reason of alleged negligence, alleged violation of civil rights or alleged wrongful act resulting in death or bodily injury to any person or accidental damage to or destruction of property, inside or outside of school premises if the employee at the time of the occurrence was acting under direction of the School Board within the course or scope of the duties of the employee; 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 for internal transfer in each designated work area on employee bulletin boards for a minimum of seven (7) working days prior to closing date. After the seven (7) working days internal posting period, position vacancy notices may then be posted Out-of-District. Vacancies for server cashier and school monitors shall not require this exclusive internal posting.
- 2. Positions not identified in Appendix B of this agreement must be provided to the Association President prior to posting.
- 3. A copy of all vacancy notices shall be submitted to the Association President or his/her designee at the time of posting. During the non-school months, the vacancy announcements shall be posted at locations which operate on a twelve (12) month basis, on the District's webpage, and the job hotline. The District shall allow bargaining unit employee's access to the computer postings during non-school months.
- 4. Every effort will be made to post known vacancies for the following school year prior to the last day of the current school term.

B. Transfers

1. Voluntary transfer

- a. Unless otherwise mutually agreed to between the Association and the District, non-probationary employees are limited to one (1) lateral classification transfer per fiscal year.
- b. Employees who make a classification transfer shall serve a sixty (60) work day training period in the new classification. Employees who receive a classification transfer or promotion 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.

- c. Probationary employees are not eligible for transfers. Probationary employees may request that their applications be reactivated and apply along with other outside applicants for position vacancies.
- d. Transfer decisions shall be within the discretion of the unit administrator and criteria other than 1-8 below may not be considered:
 - 1) Past and current performance evaluations.
 - 2) Interview when the interview has been documented.
 - 3) Knowledge and experience with MSBSD relevant to the essential functions of the position being sought.
 - 4) Outside relevant knowledge and experience for the position being sought.
 - 5) Education.
 - 6) Reference Checks.
 - 7) Background/Criminal history
 - 8) Training uniquely specific to the employee's current position, paid for or provided to the employee within 12 months of the transfer request.
- e. If more than three (3) in district applicants apply for a transfer, at least three (3) shall be selected as finalist for further consideration, including an interview. All employee applicants currently in the same position classification shall automatically be a finalist.
- f. If the unit administrator determines that these criteria are equal in two or more candidates, continuous length of service in the District will determine the final choice. Qualifications will be determined by the appropriate job description and relevant posting.
- g. 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 applicant was selected as well as any qualifications related to the program, team, school, or position as determined by the unit administrator.
- h. No transfer may be denied for arbitrary or capricious reasons.
- i. In district transfer requests shall be considered prior to considering other applicants provided the employee applies during the first exclusive internal posting period.
- j. 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.
- k. 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

1. 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.
2. No employee shall be demoted, transferred or denied a promotion for arbitrary or capricious reasons.

D. Acting Assignment

1. When an employee will be absent from a regularly budgeted and scheduled position for ninety (90) days, up to one (1) year, the District may make an acting assignment to fill the position on an interim basis. Employees shall have the right to refuse an acting assignment to a higher or lower classification or position without prejudice.
2. An employee who accepts an acting assignment will be paid at the rate of the position being filled, except that no employee shall be paid less than his/her regular salary.
3. All time served by an employee in an acting assignment shall be credited to the applicable training period should the employee be promoted to the higher position, provided that the time served in the acting assignment is consecutive with the promotion.
4. An employee who accepts an acting assignment will return to his or her former position when the acting assignment is concluded. The former position is not vacant while the employee is on acting assignment. It may also be filled by acting assignment.

E. Part-time Employees

Employees may hold more than one (1) permanent or term position. Employees shall not be reimbursed for mileage between worksites. Travel time is not compensable.

F. Probationary Status

1. A new employee in a regularly budgeted and scheduled position will serve a sixty (60) work day probationary period. A supervisor may extend the probationary period for thirty (30) working days.
2. Employees who receive a classification transfer 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.

G. Job Sharing

If two permanent employees within the same job classification request to share a budgeted full-time position and it is approved by the Unit Administrator and the Superintendent, then the following provisions apply:

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.
9. In the event of a mid year resignation, termination, or commencement of a disability leave by one of the job sharing partners, the remaining partner shall return to full-time employment.
10. After the job share year has been completed one of the job share partners shall return to full time status in the position (unless the position is eliminated). The other job share partner may utilize the voluntary transfer provisions of this Agreement or will be involuntarily transferred to a vacant position within twenty miles for which he/she is qualified for (of the same FTE held before the job sharing began). The dissolution of a job share shall not require the district to lay off or involuntarily transfer employees who were not job sharing.
11. Both job share partners are subject to the layoff provisions of the Agreement based upon the seniority of the least senior partner if the position is eliminated due to insufficient work or insufficient funds. Both partners shall be placed on the recall list and recalled in order of seniority on the full time recall list.

H. Leave of Absence Without Pay:

1. Short Term Leave Without Pay

Short-term leave without pay may be granted by the Superintendent or designee, upon recommendation of the supervisor and after exhaustion of all accrued paid leave. If a leave request is received for a purpose not specifically listed in the

"Categories of Leave Without Pay", and if the supervisor recommends the leave and the Superintendent or designee approves the leave, then the maximum amount of leave shall be 90 calendar days.

2. **Long-Term Leave Without Pay**

a. Conditions of leave without pay:

- 1) Maximum length shall be one (1) year.
- 2) The employee must have worked for the District for a minimum of three (3) consecutive years immediately preceding the application. Exceptions to this requirement will be considered if the purpose of the leave will benefit the District, as well as the employee. However an employee requesting a personal leave of absence must have worked for the District for a minimum of five (5) consecutive years immediately preceding the application.
- 3) When an employee takes an unpaid leave of absence, no vacancy is created; the position may be filled by appointment (see acting assignment). While the employee is on an unpaid leave of absence 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.
- 4) 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.
- 5) 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.
- 6) Failure to return to duty following a leave shall forfeit all rights and benefits.
- 7) An employee on leave may elect to pay premiums for insurance during the leave.
- 8) Utilization of leave time for purposes other than which the leave was granted shall be a cause for dismissal.

b. Categories of leave without pay include:

- 1) 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.
- 2) 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.

3) **Family Leave**

Family Leave is granted in accordance with the Family Medical Leave Act and the Alaska Family Leave Act

4) **Civic Duties**

A leave of absence for civic duties may be granted by the Superintendent upon request from the employee if the employee has three (3) consecutive years of service immediately preceding the request and verification of civic duty is received. Such leave shall be for the purposes of holding an elected public office or humanitarian service and must be requested at least thirty (30) days prior to the commencement of the leave.

I. Break in Service

A break in service without leave of absence by a permanent employee shall result in the loss of fringe benefit privileges. Should a former employee later reapply and be rehired, he/she would start again as a probationary employee and begin accruing benefits again at that time. (Layoff as described in Article VI, Section J, Paragraph 4, shall not constitute a break in service.)

J. Layoff and Rehire

1. **Seniority**

Is as defined in Article II, Definition of Terms. Employees who were laid off and then recalled pursuant to this section shall not be considered as having a break in their current term of employment, but shall not accrue seniority during that period of layoff. Seniority will not be accrued during periods of unpaid leave of absence exceeding thirty (30) consecutive work days, time worked in another bargaining unit or time on layoff. Seniority shall be eliminated upon removal from layoff list, discharge, resignation, or retirement. Seniority shall be ranked according to the total number of continuous calendar days of current service minus those days on layoff or on leave without pay as provided above. The employee with the most number of days shall be the most senior continuing to the employee with the least number of days, the least senior.

2. **Seniority Lists**

Three (3) seniority lists shall be maintained. One list shall be compiled for those employees considered full-time, one for part time employees with an FTE of .5 to .99, and the third list shall be for employees with an FTE of .49 or less. If a part-time classified employee is laid off they will be eligible to 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 eligible for reassignment pursuant to this paragraph may opt out to remain within the building working at reduced hours.
- c. An employee may refuse a reassignment under Paragraph b above and opt to be placed on the recall list where:
 - 1) The proposed reassignment is to a location more than twenty miles away from the employee's former position; or
 - 2) The proposed reassignment is to a position requiring a different number of days or hours of employment during the work week or a different pay level.
- d. If an employee refuses a position requiring the same number of days, hours of work, or pay level as presently assigned and which is also at a location 20 miles or closer to the employee's present position this refusal will be treated as a resignation and the employee terminated. Offers of reassignment and their acceptance may be verbal but must be confirmed in writing within five days.
- e. An employee who is laid off in accordance with the provisions of Paragraph a above may bump an employee with the least bargaining unit seniority in

another job classification within this agreement which he or she has previously held successfully and for which he/she continues to be qualified, provided:

- 1) The laid off employee provides the district with notice of his or her desire to bump within three days of receipt of the notice required by paragraph 4 above; and
- 2) The laid off employee has greater seniority than the employee he or she proposes to bump.

f. An employee who has been bumped in accordance with this paragraph will be laid off pursuant to the provisions of this Article. The person who has displaced the bumped employee will not be entitled to occupy the position or receive any compensation associated with the position until the notice period prescribed in paragraph 4 has expired with respect to the bumped employee. Provided that the time requirement prescribed in paragraph 4 of this section commences when the employee notifies the district of the desire to bump, as in accordance with paragraph 4b of this section. An employee subject to layoff who has bumped another employee in accordance with this paragraph shall not be entitled to compensation during the period between the effective date of his or her original layoff and the effective date of the bumped employee's layoff.

5. Recall

a. Employees will be recalled to positions within their classification or to a classification that he/she has previously held successfully, if at the time of layoff the employee notifies the Human Resource Department in writing of his/her desire to be recalled into a classification previously held successfully, in order of their seniority. The employee will receive notice of this obligation in their official layoff notice with seven (7) working days to respond. 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 the next name on the 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.

6. Insurance

An employee may elect to pay premiums for insurance during layoff. The District, at its sole discretion, may elect to pay for insurance premium through the summer for laid off employees if there is a possibility of rehire by the first day of the new school term.

7. Executive Board

The members of the CEA executive board will be the last persons to be laid off within their classification regardless of their seniority. It is the sole responsibility of the Association to keep the district informed in a timely manner regarding the names and effective dates of service for the members of the Executive Board.

K. Resignation

An employee who desires to terminate his service with the Employer shall submit a written resignation to his supervisor. Resignations shall be submitted as early as possible, but at least ten (10) working days before the final workday.

L. Termination

When an employee is terminated, all accrued compensable leave and wages due shall be paid within three (3) working days. An employee shall be entitled to two (2) weeks notice of termination or two (2) weeks pay in lieu of notice except in cases of disciplinary action.

M. Seniority

For a definition, see Article VI, Section J, subsection 1 and 2 and Article II, Section T.

N. Hours of Service

1. The normal workweek will be five (5) days of work and two (2) consecutive days of rest within a seven (7) day period. A full-time employee will work 40 hours per week, exclusive of a one-half (1/2) hour unpaid lunch period, and will receive a fifteen minute break during the first half of the work day and a fifteen minute break during the second half of the workday.

2. The Superintendent or his/her designee may schedule a workweek consisting of four (4) consecutive days of work with three (3) consecutive days of rest within a seven (7) day period. A full-time employee on this schedule will work 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, for four (4) weeks or more, the supervisor will announce the proposed change at least fourteen (14) calendar days prior to the effective date. 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 paid 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 paid 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 paid 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 paid 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 paid beyond eight (8) on the fifth (5th) day and any hours paid 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 of pay. However, all hours in excess of two hundred forty (240) at the end of the calendar year must be cashed out.
6. Call-out will be distributed on an equal basis from a call-out list by trades. There will be no crossovers for work requiring a certificate of fitness (i.e. electricians, plumbers, etc.). Building custodians shall be notified when a call out for their building occurs and whenever possible used for work not requiring a certificate of fitness.

P. Call-Back

1. This provision applies to employees who have left the premises of the employer at the end of their regular shift and are notified that they must report back for work prior to the commencement of their next scheduled shift. If the time worked adjoins the employee's next shift, the following section on early call-in will apply.
2. If an employee is called back to work, after completion of his/her regular shift, the employee shall be paid a minimum of four (4) hours pay at the appropriate overtime rate.

Q. Early Call-In

If an employee is notified within four (4) hours after completion of his/her shift that he/she is to report for duty prior to his/her next scheduled shift, he/she shall be paid at the appropriate rate for the extra hours worked. If an employee is notified later than four (4) hours after the completion of his/her shift that he/she is to report for duty prior to his/her next scheduled shift, he/she shall receive a minimum of two (2) hours pay. The employee shall work his/her entire scheduled shift.

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 for school closure days. Any make-up days will be worked by the employee. At the end of the school term, if there have been no make-up days, the employee may use paid leave for the school closure days.

**ARTICLE VII
Employee Benefits**

A. Insurance

1. In FY 11, the District will pay 90 percent of the group health premium, and the employee will pay 10 percent of the group health premium. In FY 12, the District will pay 90 percent of the group health premium, and the employee will pay 10 percent of the group health premium provided that any premium increase above 10 percent of the FY 11 amount will be paid entirely by the employee. Employees shall have the option of opting out if they do not want to pay their share of the premium, and in such case, the District shall not be required to pay any share of the premium. Any fulltime employee desiring to opt out must provide proof of other health insurance coverage. The District shall be obligated to pay this amount per 1.0 FTE employee per fiscal year FY 11 and FY 12 to the NEA Alaska Health Trust for health insurance except for employees who opt out of health insurance coverage. Employees whose FTE is between .75-.99 will pay, in addition to the employees 10 percent, 25 percent of the District's portion of the premium. Employees whose FTE is between .50-.75 will pay, in addition to the employees 10 percent, an additional 50 percent of the District's portion of the premium.

Effective upon ratification, the parties shall continue bargaining to restructure the health insurance plan for the FY 13 school year. Restructuring to be considered will include, but is not necessarily limited to:

- i. High deductible/with and without health savings accounts.
- ii. Dependent-based pricing.
- iii. Establishment of new tier for new hires.
- iv. Direct contracting with providers.
- v. Self-insurance.
- vi. Other benefit modifications.

If a restructured health insurance benefit plan is not agreed to by the parties by July 1, 2012, the District will pay the same amount as it did in FY 12 as its share of

the group health premium, and the District and the employee will pay the remaining FY 13 group health premium, 50%-50% (1.0 FTE). The percentages for employees working less than 1.0 FTE will increase the employee 50% and correspondingly reduce the District's 50% amount.

2. Payments shall be made in advance on the first business day of each month and shall be accompanied with a list of employees for whom payments are being made.
3. Insurance coverage for employees and their dependents shall begin the first day of the month following employment. In accordance with COBRA, the employee has the option to continue health insurance coverage at his/her own expense during an unpaid leave of absence or upon termination. The employee must pay 100% of the cost prior to the first day of the month in which insurance coverage is desired. Payment must be made no later than the first day of the month in which insurance is desired.
4. The insurance plan description, deductibles, and limitations of coverage shall be determined by CEA and the NEA Alaska Health Trust, provided that CEA does not enhance the plan or coverage which results in an increase cost to the District. Such determinations shall not be subject to the grievance procedure under Article XI of this Agreement.
5. Any dispute regarding the adjudication of claims shall be between the claimant and the NEA Alaska Health Trust.
6. Each employee shall be provided with \$15,000 of life insurance at the District expense. Employees shall be able to purchase, at their expense, up to three (3) times their annual salary in term life insurance at the group rate.

B. Physical Exams

1. 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.
2. The examination form must be submitted to the Personnel department within 30 days following initial employment. The physical examination is a condition of employment.
3. 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 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.
4. 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
 Martin Luther King Jr. Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Day

2. In addition, permanent, term, and part time employees will have five (5) floating holidays according to the F.T.E. These days may not be carried over beyond the fiscal year during which they accrue. Employees who terminate prior to the end of the fiscal year will be allocated 2.6 hours of floating holiday pay for each full day month worked.

Employees must obtain approval in advance from their supervisor to utilize floating holidays. 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 upon the supervisor's evaluation of the needs of the job. Floating holidays will be scheduled on the basis of classification seniority.

3. All permanent term employees shall be entitled to those holidays that fall within their term of employment according to their FTE Hours worked on legal holidays observed by the Matanuska-Susitna Borough School District shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate, in addition to the regular pay that an employee is entitled to receive for these holidays.
4. The provisions of sections 1 and 2 above shall not be applicable to temporary and substitute employees.
5. **Nine Month Employees**
- a. These employees working at least 189 but not more than 213; and who do not normally work during the Christmas and Spring break, shall work through Christmas and Spring break or take accrued annual leave. Examples:
- | | |
|------------------|---------|
| School aide | 189-202 |
| Elem Secretary 1 | 203-216 |
| HS Admin Sec | 213-226 |
| Custodian | 202-202 |
- b. School monitors, nutrition services employees, and diagnosticians will be allowed to utilize their annual leave during Christmas and Spring Break.
7. The provisions of sections 1 and 2 above shall not be applicable to temporary, substitute employees.

D. Annual Leave

1. Rates of Accrual

- a. All permanent employees shall accrue annual leave at the following rate, prorated based on their FTE while in paid status:
- | | |
|-------------------|-----------------|
| 0 - 3 years | 1.75days/month |
| 3+1 day-5 years | 2.50days/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 |

- b. 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.
- c. 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

- a. 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.
- b. 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.
- c. Upon retirement or termination, an employee shall be allowed to cash-in 50% of their unused accumulated sick leave at their per diem rate. Upon death, an employee's immediate family shall be allowed to cash-in 100% of the employee's unused sick leave at their per diem rate. A request for cash-in must be made in writing at least 30 days prior to payment and within the current fiscal year.
- d. Sick/Annual leave may be used for an illness or injury to the employee or employee's immediate family.

4. Accrual

Annual leave accrued but not used shall accumulate until separation to a maximum of 600 hours (75 days) as of the end of payroll #22; employees with more than 2 years of service must use at least eight (8) days of annual leave each year. No more than 600 hours (75 days) may be carried from one fiscal year to the next fiscal year. An employee may voluntarily donate accrued leave in excess of 600 hours to the Sick Leave Bank. If an employee is denied the use of at least eight (8) days of annual leave in any fiscal year the employee must be given a written statement denying the requested leave and be paid for the time requested. Payment shall be included in the first regular paycheck following the close of the fiscal year in which the denial occurred. The period of time for which payment is made will be deducted from the annual leave balance. If an employee fails to schedule at least the eight (8) days of annual leave, the District may direct that he/she take it at any time to satisfy the eight (8) day requirement.

5. Termination

An employee shall cash out accrued annual leave in a lump sum upon termination from service with the District.

6. Transfer from Unit

If an employee transfers to a position not covered by this Agreement without a break-in-service from the District, his/her annual leave shall be maintained in the new position, if allowed.

7. Vacation Pay in Advance

Employees may receive vacation pay in advance if the following conditions are met:

- a. Advance pay for annual leave must be requested for a minimum of two (2) weeks and may not exceed the amount of vacation time actually taken.
- 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.

- 8.** Employees accepting summer positions (example summer school special education assistants, summer school drivers, maintenance personnel, transportation personnel, etc) will not be allowed to use paid leave (annual, sick or floating holiday) when working additional days in a summer position beyond their normally budgeted work days even though the employee will be paid at their regular rate of pay and accrue leave for summer work in their same job classification.

E. Sick Leave Bank

1. 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 judgments or award resulting from such claims, including costs, attorney's fees and interest.
2. On October 30th 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 a party and

is subpoenaed will receive full compensation at his or her regular rate of pay. Any witness fee or jury fee received must be remitted to the District. An employee appearing in a Federal, State or District court in a criminal or civil case to which the employee is a party (excluding any court appearance within the employee's normal course and scope of duties) will receive leave without pay or annual leave. Should the employee be released by the court prior to the end of his/her duty day and if at least two (2) hours of the work day remain, the employee shall return to his/her place of duty. A request for legal leave must be accompanied by the court documents and is subject to approval by the immediate supervisor.

H. Election Leave

The employer shall allow sufficient time off for an employee to vote in any Municipal, Borough, State, or Federal election should the employee's normal duty hours prevent the employee from doing so during normal polling hours. If any employee has at least two consecutive hours in which to vote, either before his/her regular working shift and the opening of the polls or the end of his/her regular working shift and the closing of the polls, then the employee shall be considered to have sufficient time outside his/her working hours within which to vote.

I. Administrative Leave

Employees are encouraged to participate in professional conferences, seminars, or classes which are beneficial to both the district and the employee. Time required for such participation shall be designated as administrative leave and no loss of pay shall result from such participation. Administrative leave will require the advance approval of both the immediate supervisor and the superintendent. Administrative leave includes out-of-town travel and any delays because of weather or public transportation problems. The District will not be liable for any overtime pay during the period of administrative leave. The District will provide the employee on administrative leave with per diem, hotel, and travel costs per Board policy.

J. Military Leave

1. Employees may take unpaid leave for service in the Uniformed Services in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. 4301, et seq. Paid leave for such service is also available in accordance with the provisions of subsection b below.
2. An employee whose employment with the District is interrupted by a period of service in the Uniformed Services is entitled to receive his or her District salary for up to two weeks of a period of service, less the amount of military pay received, subject to the following conditions:
 - a. No paid leave of absence will be granted for that portion of a period of service which takes place when 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. To provide a means for the Association to insure these obligations, the District shall notify the Association of new employees covered by this Agreement, or of existing employees transferred to a position covered by this bargaining agreement, within one month of the effective date of such action.
2. Within thirty (30) days of employment for new employees, or before or at the completion of one (1) month from the transfer date of an existing employee into a position covered by this bargaining unit, and as a condition of continued employment for all bargaining unit employees, all employees shall indicate in writing to the District on a form authorizing a service fee, not in excess of Association dues, to be deducted from his/her regular paycheck. The service fee shall be used to reimburse the Association for the cost of collective bargaining and contract administration.
3. The Association shall provide safeguards required by law to protect non-member rights regarding the service fee. These safeguards include, but are not limited to an adequate explanation of the basis for the fee, a reasonable prompt opportunity to challenge the amount of the fee before an impartial arbitrator, and an escrow for the amounts reasonably in dispute while such challenges are pending.

4. The Employer shall, within thirty (30) days after receipt of written notice from the Association requesting such action, discharge an employee who has not complied with the requirement to pay the Association service fee.
 5. The Association accepts all responsibilities regarding the establishment of the amount and usage of the service fees, and that the Association agrees that it will indemnify and hold the District, together with its Board members, administrators, officers, agents, and employees harmless from any and all claims of any nature connected with or arising out of the implementation of these provisions, whether such claims are initiated by employees or by any other persons. Without limiting the scope of this indemnification and hold harmless obligation, the Association agrees to:
 - a. assume the defense against any such claims,
 - b. provide attorney(s) and pay reasonable costs associated with the defense against any such claims, and
 - c. pay the full amount of any adverse legal judgment or legal award resulting from such claims, including related reasonable costs, and interest.
- B. Membership Dues**
 Employees who voluntarily join the Association and pay membership dues shall not be required to pay the professional service fee. Employees who desire to become members of the Association shall indicate in writing to the District on a form 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.

I. Grievance Designees

The Association shall designate two (2) representatives to investigate and handle grievances and shall notify the Superintendent who the two (2) representatives are. The designated representatives will be permitted after giving their supervisors notice, a reasonable amount of time during working hours to investigate or present grievances without loss of pay. If it is necessary to go to another work area, they must give the supervisor of that work area notice. Hearings and meetings called by the District shall be conducted during regular business hours.

J. Association Leave

1. Except for District initiated meetings, time used for Association business, as stated in paragraph I, will be deducted from the Association Leave bank and recorded on a leave form.
2. On October 1 of each year, the District shall provide one (1) day per year association leave for every (7) seven FTE employees in the bargaining unit for use by CEA. FTE shall be counted by the Payroll Supervisor on September 1 and posted to the CEA leave bank. Such leave will be used by Association members to participate in CEA business. If additional days beyond those provided by the above formula are needed, CEA may buy them at the substitute rate plus FICA, SBS, Worker's Compensation and ESC.

K. President of Classified Employees' Association

1. The Board and Association agree that a Matanuska-Susitna Borough School District employee serving as the President of the Classified Employees' Association shall be granted a leave of absence with pay upon request for all or a portion of his/her term of office during the term of this agreement. The costs of pay and benefits shall be fully reimbursed to the District by CEA. The Division of Retirement and Benefits shall approve PERS eligibility. The CEA request shall be made no later than July 1 of the year of the leave and shall indicate the specific days of leave requested. The President shall not be eligible to use Association Leave pursuant to Article VIII, Paragraph J, above.
2. Upon return from leave, the person on CEA President's Leave shall be returned to his/her former position if it exists in the budget, but if not then the employee will be subject to the layoff provisions of this Agreement.

L. Association Office Space

The District shall allow the Association the use of one (1) of their vacant, idle offices for the Office of the Association. If more than one (1) office area is available, then the selection of location shall be mutually agreed. The Association agrees that in exchange for such usage, it will be responsible for the good repair of the facility and shall be responsible for all reasonably related utility costs.

**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 twenty four (24) months at the request of the affected employee. However, if a written reprimand is issued to an employee during the subsequent twenty four (24) month period regarding similar conduct, the previous reprimand shall remain in the file until another twenty four (24) 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 25 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.
 - 1. Progressive discipline generally will be used in cases of:
 - a. Unsatisfactory performance of duties including but not limited to: damage to tools or equipment and violation of safety regulations and procedures.
 - b. Abuse of leave.
 - c. Arriving late for work or leaving early from work.
 - d. Insubordination including, but not limited to, failure to follow a supervisor's or School District regulations or policies.
 - 2. Progressive disciplinary actions consist of:
 - a. Counseling/verbal reprimand.
 - b. Written reprimand.
 - c. Suspensions of not more than three (3) days without pay.
 - d. Further discipline up to and including discharge or demotion, if appropriate.
- C. The following is a general description of reasons which may constitute grounds for discharge without going through progressive discipline. Probationary employees may be dismissed for any cause. The reasons listed are not all inclusive; other infractions must be evaluated on an individual basis:
 - 1. Intentional damage to tools or equipment used.
 - 2. Abandoning the workstation.

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.
- D. 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.

3. Definition

A "grievance" is a claim by an employee based upon an event or condition which affects the conditions or circumstances under which an employee works caused by misinterpretation or inequitable application of District policies or procedures on personnel matters directly pertaining to these conditions or circumstances, and/or the terms of this Agreement and amendments thereof.

4. Time Limits

In any case where the grievant violates the time limits established; the grievance shall be dropped. In any case where the District violates the time limits established the grievance shall be advanced to the next step. Time limits may be altered or extended by mutual agreement.

B. Grievance Process

An employee should make an attempt to resolve his/her complaint with the immediate supervisor on an informal basis either personally or with the assistance of the CEA representative before entering the formal grievance process.

1. Department Director/Administrator - Level I

- a. The Association shall present the grievance in writing to the grievant's Department Director/Administrator within fifteen working days of the alleged incident or within fifteen working days of when the alleged incident becomes known to the employee. The written grievance shall outline the nature of the grievance and the circumstances from which it arose, the remedy or correction the District is asked to make and the section of this Agreement or established policy which is alleged to have been violated. Within five working days after the grievance is received, the Department Director/Administrator shall meet with grievant and his/her representative to hear the grievance and render his/her decision in writing within five (5) days with copies to the association and grievant.
 - b. The Department Director/Administrator will be defined as the person having the overall decision making responsibility for a department; i.e., Director of Operations and Maintenance, Director of Student Support Services, etc. The Associate or Assistant Superintendent may be designated as a level two hearing officer by the Superintendent, and shall not be considered as a Department Director/Administrator. Grievances not resolved by a school principal on an informal basis will be filed formally at level two.
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**
 - a. 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.
 - b. 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.

4. Arbitration - Level IV

- a. If not resolved at level two or mediation, the parties may submit the issue to arbitration within ten working days of receipt of level two decision or mediation. The parties shall request a list of qualified arbitrators from the American Arbitration Association (AAA). If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second list. If the parties are unable to determine a mutually satisfactory arbitrator from the second list, then the American Arbitration Association shall designate an arbitrator.
- b. The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the School Board. The decision of the arbitrator shall be final and binding upon both parties. The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE XII

Wages

A. Wages

The salary schedule shall increase as follows:

- FY 10 No change to the salary schedule. Employees employed by the District as of the date of ratification shall have their FY10 salary schedule compensation increased by 1%, payable in a lump sum on or before December 31, 2010.
- FY 11 The FY 10 salary schedule increases by 1.75% retroactive to July 1, 2010 for those employees employed by the District as of the date of ratification.
- FY 12 Salary schedule increase by 2%.
- FY 13 Salary schedule increase by 2%.

B. Step Increase

1. In order to receive a step increase at the beginning of the fiscal year, an employee shall have no more than seven (7) "needs improvements" or zero (0) "does not meet standards" on their evaluation for the previous school year. An employee who does not receive a step increase may be reevaluated in 90 days or as stated in the plan of improvement, at the request of the employee or at the supervisor's discretion. If the reevaluation meets the criteria then the employee will be eligible for a step increase with the next regularly scheduled payroll after the evaluation has been received in the HR Department.

2. Longevity
All employees who remain at step 9 on the salary schedule shall receive an amount equal to 5% of their prior fiscal year wages earned at step 9 of their permanent position, but not less than \$1500. The amount shall be paid in one lump sum by October 31th in each year. Not later than October 1, the employee shall be notified of the earnings amount used to calculate the bonus, and the employee shall notify the District of any discrepancy within 7 working days.

C. Placement on Salary Schedule

1. All new employees will be hired at step 00 of the appropriate classification. There is no salary advancement at the completion of probation.
2. Notwithstanding 1 above MIS Programmers may be hired at Step 00 - Step 4 depending on experience, at the sole discretion of the district.
3. Former Employees:
 - a. Employees who resign or retire from the District and are subsequently rehired in the same job classification only and within 3 years from the date of such termination will initially be placed at the Step 0. Upon 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.
4. 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

1. 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 current salary. At no time will an employee receive less than five percent (5%) increase at the time of promotion.
2. A promotion of a District employee from another bargaining unit into the Classified Employees' Association shall be made in accordance with Article XII, Paragraph D, Promotions.

E. Voluntary Demotions

1. When an employee through posting chooses to accept a lower grade position, i.e., building custodian to custodian, salary will be taken to the next lower step in the new grade which is closest to a 5% decrease at the time of demotion.
2. District employees from other bargaining units who choose to take a voluntary demotion into the Classified Employees' bargaining unit will be placed at the step closest to a five percent (5%) salary decrease in the range assigned to the position.

F. Added Position

Employees who add a different classification to their current FTE will be placed at the step that is nearest to an increase or decrease of 5% of their current classification step depending on the grade of the new position.

G. Premiums

The following employees will receive hourly premium pay in addition to their base salary on Appendix A.

\$.50 per hour Lead personnel designated by the district.

\$.75 per hour Personnel working "mid" shift.

\$.75 per hour "Certificate of Fitness" (i.e., journeyman) required by the District for maintenance positions.

\$6.25 per hour For Electrical Administrator (this premium may not be combined with the premium for lead personnel).

\$4.00 per hour Transportation Routing Specialist II's

\$3.00 per hour Sign Language Interpreters with RID Certification

\$4.00 per hour MIS - Certified Novell or Microsoft system engineer

\$1.50 per hour for Warehouse/Nutrition Delivery Driver

H. Paydays

1. Employees will be paid bi-weekly on Fridays. If a scheduled payday occurs on a Holiday payment will be made on the last working day prior to the scheduled payday.
2. An employee shall receive regular paychecks no earlier than the scheduled payday, unless he/she has resigned his/her position.
3. Each employee shall have the option of automatic deposit to the banking institution of his/her choice, as long as there is a electronic depository for his/her bank or credit union.

I. Service Recognition Program

1. 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.

2. The salary incentive which this program provides is 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 at least 90 days prior to their retirement date. In addition to the final pay check, the employee will receive a check reflecting \$150 for each completed year of service. It is understood that the amount of the incentive will not be included in the PERS retirement calculation.

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 prepare recommendations for consideration by the Superintendent and the President of CEA. If mutually agreed to, the effective date of any change will be January 1 or July 1. All changes will be commemorated by a memorandum of Agreement. Recommendations of the committee are not subject to the grievance process. Job descriptions cannot be reviewed more than once every two years and pay is not retroactive.

1. Members of the committee will include:
 - a. 3 members appointed by the CEA (2 with 3 year terms, one with 2 year term)
 - b. 1 midlevel supervisor (3 year term)
 - c. 1 principal (2 year term)
 - d. 1 Human Resources Director (indefinite term)
 - e. Superintendent or trained designee
2. After the first cycle, all terms are three years.
3. Pay downgrades shall not affect incumbent employees who retain that job classification. Downgrades will take effect for all new hires or employees new to the job classification.

**ARTICLE XIII
Savings Clause**

- A. If any article, section, or subsection of this Agreement or any application of this Agreement to any employee is held contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the District and the Association shall within ten (10) days, enter into negotiations to replace or remove any provision found to be contrary to law.
- B. It is agreed that this Labor Agreement contains the full and complete agreement between the parties on all subjects upon which the parties did bargain or could have bargained. Neither party shall be required, during the term of this Agreement, to negotiate or bargain upon any other issue. This Agreement terminates all prior agreements and understandings, and concludes collective bargaining for this Agreement.

- C. In occurrences where the terms of this Agreement and Board policies conflict, the terms of this Agreement shall govern.

ARTICLE XIV
Term of Agreement

- A. This Agreement shall be effective July 1, 2010 shall remain in effect until June 30, 2013. The parties may mutually agree to extend the provisions of the contract for an additional year.
- B. The parties further agree that interest based or collaborative bargaining will further occur after January 1, 2011 to not only include health insurance but to include issues raised by either party to address issues of interest related to the successor agreement. There are no automatic reopener on any issues without mutual agreement.

Title Days

Grade 1:

None

Grade 2:

Day Care Assistant 190-203
 Nutrition Aide 0
 Nutrition Services Preplator 0
 Receptionist 203-260
 School Monitor 190-203
 Xerox Operator 0

Grade 3:

Clerk 190-260
 Clerk/Floater-Server/Cashier 0
 Clerk/Receptionist 0
 Computer Aide 0
 Custodian 203-260
 ELP Clerk 0
 Kitchen Aide 203
 Mail Delivery Driver 203-260
 MIS Operations Clerk 0
 Note Taker 0
 School Aide 190-203
 Server/Cashier 203
 Special Education Clerk 0
 Warehouse Delivery Driver 203

Grade 4:

Charter School Assistant 203
 Day Care Worker 190-203
 Diagnostician 203
 Nutrition Services Clerk 0
 Office Assistant 203-260
 Plumber I 0
 Special Education Aide 203
 Transportation Routing Spec. 0
 Vehicle Maintenance I 0

Grade 5:

None

Title Days

Title Days

Grade 6:

Activity Driver 0
 Baker 0
 Cook 0
 Migrant Education Technician 0
 MIS Tech Operations Asst 0
 N. S. Inventory Accountant 203
 N. S. Production Crew 203
 Records Specialist 203-260
 Registrar 210-230
 Secretary I 210-260
 Warehouse Inventory Spec 203-260
 Warehouse Office Spec 0
 Work Study Driver 203-260

Grade 7:

Accounts Payable Assistant 260
 Building Custodian 210-260
 Carpenter Helper 260
 Case Manager 203
 Case Manager Asst 0
 Child Development Assoc 203
 Cultural Spec 0
 Electrician I 0
 Electrician Helper 260
 Even Start Child Dev Assoc 203
 Family Advocate 203
 Family Involvement Spec 203
 Finance Support Technician 260
 Gen Maintenance Mech I 260
 Home School Coordinator 203
 JOM Program Assistant 203
 N. S. Equipment Technician 260
 Payroll Assistant 260
 Personnel Support Asst 260
 Plumber Helper 260
 Purchasing specialist 260
 Purchasing/Warehouse Tech 260
 Records Technician 203-260
 Signing Aide 203
 Special Education Assistant 203
 Student Opportunities Assoc 203

Grade 10:

Accountant	260
Boiler/HVAC Apprentice	260
Carpenter Apprentice	260
Certified O/T Assistant	203
Electrician Apprentice	260
Gen Maintenance Mech II	260
Payroll and Benefit Spec	260
Purchasing Officer	260
Refrigeration Mechanic	260
Sign Language Interpreter	203
System Operator	203-260
Veh Maintenance Mech I	260
Webmaster	260

Grade 11:

None

Grade 12:

Veh Maintenance Mech II 260

Grade 13:

None

Grade 14:

Activity Trans Coordinator	260
Administrative Assistant	260
AV Technician	260
Boiler/HVAC, Journeyman	260
Carpenter, Journeyman	260
Electrician, Journeyman	260
MIS Technician/NW	260
Plumber, Journeyman	260

Grade 15:

Accounting Analyst	260
Budget Analyst	260

Grade 16:

Wide Area Network Spec 260

Grade 17:

MIS Programmer 260