

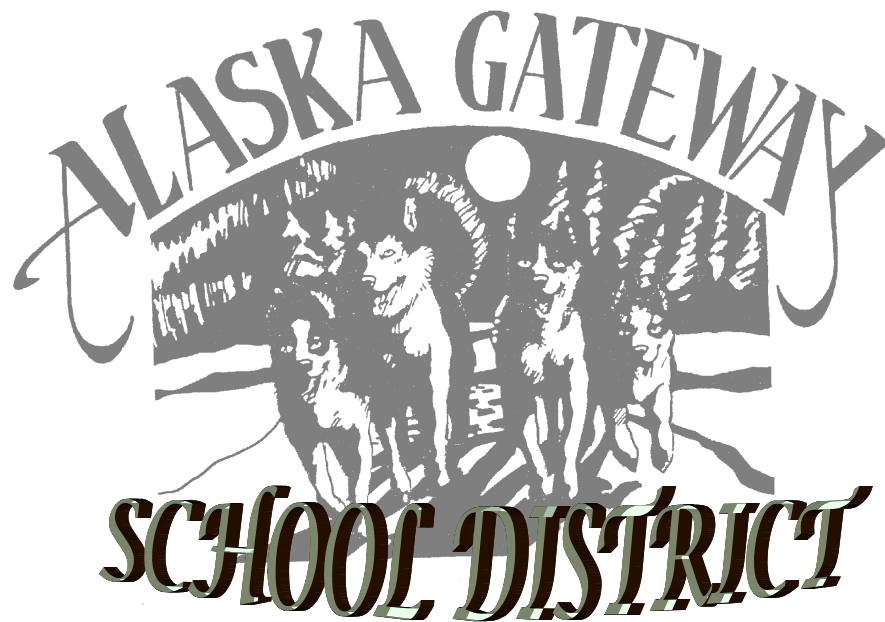
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ALASKA GATEWAY SCHOOL DISTRICT

AND

**ALASKA GATEWAY EDUCATION SUPPORT
PERSONNEL**



2010 – 2013

TABLE OF CONTENTS

101	Scope Of Agreement.....	1
102	Maintenance of Agreement.....	1
103	Conformity Of Law.....	1
104	Superseding Effect.....	1
105	Distribution Of Agreement.....	1
106	Duration Of Agreement.....	1
107	Exclusive Recognition Of AGESP.....	1
108	Management Rights.....	2
109	Strikes And Lockouts.....	2
110	Grievance Procedure.....	2
111	Non-Discrimination.....	3
201	Wage Schedules.....	4
202	Position Titles And Skill Area Groupings.....	6
203	Wage Schedule Conditions.....	6
204	Pay Computation/Pay Period.....	8
205	Payday/Pay Checks.....	8
206	Pay Advance.....	8
207	Shift Differential.....	8
208	Overtime.....	8
209	Compensatory Time.....	8
210	Call Out Pay.....	9
211	Working AT A Higher Level Of Pay.....	9
212	Expense Reimbursements.....	9
213	Health Insurance.....	9
214	Life And Accidental Death And Dismemberment Insurance.....	10
215	Retirement.....	10
301	Workday/Break.....	10
302	Notice Of Assignment.....	10
303	Probation.....	10
304	Personnel File.....	11
305	Evaluation.....	11
306	Resignation/Termination Notice.....	11
307	Safety And Responsibility Provisions.....	11
308	Tax Shelter Deductions.....	11
309	Vacancies.....	11
310	Discipline And Dismissal.....	12
311	Reduction In Staff.....	12
312	Extra Duty Contracts.....	13
400	Leave Status.....	13
401	Annual Leave.....	13
402	Sick Leave.....	13
403	Maternity, Paternity And Adoption Leave.....	14
404	Court Leave.....	14
405	Military Training Leave.....	14
406	Leaves Of Absence Without Pay.....	14
407	Sick Leave Bank.....	15
408	AGESP Leave.....	15
409	Holidays.....	15
410	Workers' Compensation.....	16
500	Availability Of Board Packets And Minutes.....	16
501	Non-Jeopardy.....	16
502	Use of Facilities.....	16
503	Access To Employees.....	16
504	Dues Deduction.....	16
600	Definitions.....	16

101 SCOPE OF AGREEMENT

- A. This Agreement is entered into between the Board of Education of the Alaska Gateway School District, referred to herein as the Board or District, and the Alaska Gateway Education Support Personnel, referred to herein as the AGESP.
- B. The parties acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper matter for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all whose benefit this Agreement is made. This Agreement terminates all prior agreements, practices, customs and understandings, unwritten or written, and concludes collective bargaining for the duration of this Agreement.
- C. Nothing herein prevents the parties from utilizing past practices established after July 1, 1997, as a guide for interpretation of language herein.

102 MAINTENANCE OF AGREEMENT

This Agreement and each of its provisions is binding and effective upon ratification by both parties. Except as provided under Article 106 Duration, during its term, this Agreement may not be altered or amended in any part without the written, mutual agreement of the parties.

103 CONFORMITY OF LAW

- A. Violations
If any article or part of any article of this Agreement should be decided by a court of competent jurisdiction, agency, or by mutual agreement of the parties to be in violation of any federal or state law or if adherence to or enforcement of an article or part of an article should be restrained by a court of law, the remaining articles of the Agreement shall not be affected. Neither the District, AGESP, nor the employee shall be entitled to make any claim for damages as a result of any such tainted provision.
- B. Replacement
If such a determination or decision is made, the parties to this Agreement shall convene within ten (10) working days for the purpose of negotiating a satisfactory replacement.

104 SUPERSEDING EFFECT

In the event of a direct conflict between the terms of this Agreement and personnel rules and policies of the District, the terms of this Agreement supersede those conflicting rules and policies in their application to the bargaining unit.

105 DISTRIBUTION OF AGREEMENT

Upon ratification of this Agreement, the Superintendent shall provide a copy to each employee within thirty (30) days after the Agreement is signed. Thereafter, a copy shall be provided to each new employee upon appointment.

106 DURATION

This Agreement shall be effective July 1, 2010, and shall continue through June 30, 2013, when it shall expire.

107 EXCLUSIVE RECOGNITION OF AGESP

- A. The Board recognizes AGESP as the sole and exclusive bargaining representative for all full-time and part-time classified employees of the District except for employees holding exempt positions as noted in paragraph B below. The rights and privileges of AGESP shall not be enjoyed by any other union representing classified employees. No member of the bargaining unit shall be involuntarily assigned to a position outside the bargaining unit.
- B. The following positions are exempt from the bargaining unit: Chief Financial Officer, Maintenance Coordinator, Food Service Coordinator and temporary and substitute employees. Nothing contained in this paragraph shall be construed as prohibiting the District from creating additional exempt confidential or supervisory positions. AGESP may submit to the Alaska Labor Relations Agency questions as to the legitimacy of any additional exempt position(s) created during the term of this Agreement.

108 MANAGEMENT RIGHTS

- A. AGESP recognizes that all rights and responsibilities to operate and manage the District are vested solely and exclusively in the Board, limited only by the specific and express provisions of this Agreement. Such rights include:
 - 1) Direct employees, maintain order, efficiency, and work standards; determine job assignments and work schedules and require overtime work of employees; layoff and recall employees; select, hire, assign, promote, transfer, discipline, demote, or discharge employees for cause.
 - 2) Determine staffing levels and requirements; create, combine, modify, or eliminate any positions; classify and allocate positions; and promulgate and enforce rules, regulations, and personnel policies and procedures as it may deem necessary from time to time.
 - 3) Determine the materials and equipment to be used; implement new and different operational methods and procedures; determine the kind, type and location of facilities; introduce new or different services or products; and extend, limit, contract out, or curtail the whole or any part of the operation.
- B. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. All matters not covered by the language of this Agreement may be administered by the Board on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine. Any claim that the Board has exercised such rights and power contrary to the provisions of the Agreement may be submitted to the grievance procedure contained herein.

109 STRIKES AND LOCKOUTS

- A. Strikes
AGESP and each employee agree that while this Agreement is in effect and until impasse occurs in the bargaining for a successor agreement, the advisory arbitration process is completed, and a subsequent strike vote has been certified by the Alaska Labor Relations Agency, there shall be no strike or other concerted job action that interferes with the normal operations of the District.
- B. Lockouts
The District agrees that while this Agreement is in effect and until impasse occurs in the bargaining for a successor agreement, the advisory arbitration process is completed, and a subsequent strike vote has been certified by the Alaska Labor Relations Agency, there shall be no lockout of employees. A cessation of work due to a school closure, breakdown, or other similar reason shall not be construed as a lockout.

110 GRIEVANCE PROCEDURE

- A. Definitions
 - 1) A "grievant" is defined as an employee or group of employees or the AGESP filing a grievance.
 - 2) A "grievance" is defined as a claim by a grievant that there is a dispute or disagreement involving the interpretation or application of the terms of this Agreement.
 - 3) Grievance files are not part of an employee's personnel file and are not accessible by the public or anyone other than authorized administration officials.
 - 4) "Superintendent" and "AGESP President" shall include their respective designees.
- B. Time Limits
 - 1) It is important that the grievance be processed as rapidly as possible. Therefore, all time limits shall be considered as maximums, and all parties agree to expedite the grievance as rapidly as feasible. Time limits provided in this procedure may be extended by mutual agreement when signed by the AGESP President and the Superintendent.
 - 2) Failure to communicate the decision on a grievance within the specified time limit shall permit the grievance to proceed to the next step. Failure to advance the grievance within the time limit shall render the grievance resolved by the answer at the previous step.
 - 3) All grievances, replies, and appeals shall be by certified letter or hand delivery. Day one of all time limits shall commence on the day following the signing for the certified letter or the day following the date of hand delivery. Time limits shall have been met if the correspondence is postmarked within the limits specified herein.
- C. Procedures
 - 1) Informal efforts to resolve the dispute at the lowest possible administrative level are encouraged.
 - 2) Upon request, the District shall provide AGESP pertinent information necessary to processing a grievance.

- 3) A grievance or appeal shall be submitted in writing, shall be signed by the AGESP President, and shall state the complete basis of the grievance, cite the date(s) of the alleged violation and sections or subsections of the Agreement that are alleged to have been violated, who was harmed, and the relief sought.
 - 4) Decisions rendered pursuant to the grievance procedure shall be in writing, setting forth the decision and the basis for the decision, and shall be transmitted to the AGESP President.
- D. The District recognizes the right of AGESP to represent and take action for any aggrieved employee. No reprisals shall be taken by the District against any employee because of participation in the grievance procedure. If grievance meetings or hearings are scheduled by the District during the work day, the grievant, his/her representative, and relevant witnesses shall be allowed released time with pay to attend such meetings or hearings. All grievance meetings/hearings shall be confidential.
- E. Level One
- 1) A grievance shall be filed with the Superintendent in writing within thirty (30) calendar days of the occurrence, or of when the grievant or AGESP should reasonably have been aware of the occurrence, giving rise to the grievance.
 - 2) Within five (5) calendar days after the date of receipt of the grievance, the Superintendent and the AGESP President shall mutually agree on a date, time, and place of a hearing to be held within twenty (20) calendar days after the date of receipt of the grievance. The Superintendent shall issue the decision within five (5) calendar days after the date of the hearing.
- F. Level Two--Arbitration
- 1) If the grievance is not resolved at Level One, it may be appealed by AGESP to arbitration within twenty (20) calendar days after the date of receipt of the Level One response or after the date that the response was due if no response is given timely.
 - 2) Within ten (10) calendar days after the date of receipt of the appeal, the parties shall jointly request a list of seven (7) arbitrators from the American Arbitration Association. The parties shall alternately strike names from the list until one name remains, who shall be appointed as arbitrator. A coin toss shall determine who strikes the first name.
 - 3) If any question arises as to the arbitrability of the grievance, such question shall first be heard and determined by the arbitrator. If the determination is to proceed on the merits, the arbitrator may proceed with the hearing or may schedule another hearing on the substantive issues of the dispute. The arbitrator shall have no power to add to or subtract from, or to modify or amend, any terms of the Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the District in any matter not specifically addressed by the grievance or by this Agreement. The decision of the arbitrator shall, within the scope of his/her authority, be final and binding upon the parties.
 - 4) Each party shall bear all costs of preparation and presentation of its case including witnesses, counsel, exhibits, and other materials. The parties shall equally share the fees of the American Arbitration Association, the arbitrator's fees and expenses, and any hearing room costs.

111 NON-DISCRIMINATION

- A. The Board agrees that in employment opportunities or practices no employee shall be discriminated against because of the person's race, religion, color, or national origin, or because of the person's age, physical or mental disability, gender, marital status, changes in marital status, pregnancy or parenthood, except within the confines of the law.
- B. AGESP agrees that it shall not exclude or expel a person from its membership or discriminate in any way against its members or an employee because of the person's gender, marital status, changes in marital status, pregnancy, parenthood, age, race, religion, physical or mental disability, color, or national origin.
- C. Any allegation that this section has been violated shall not be subject to the grievance procedure herein unless mutually agreed upon by the parties.

201 WAGE SCHEDULES

2010-2011

LEVEL													
STEP		1	2	3	4	5	6	7	8	9	10	11	12
	A	12.69	13.09	13.49	13.89	14.29	14.89	15.49	16.09	16.69	17.29	17.89	18.49
	AA	12.84	13.24	13.64	14.04	14.44	15.04	15.64	16.24	16.84	17.44	18.04	18.64
	B	12.99	13.39	13.79	14.19	14.59	15.19	15.79	16.39	16.99	17.59	18.19	18.79
	BB	13.49	13.89	14.29	14.69	15.09	15.69	16.29	16.89	17.49	18.09	18.69	19.29
	C	13.99	14.39	14.79	15.19	15.59	16.19	16.79	17.39	17.99	18.59	19.19	19.79
	CC	14.49	14.89	15.29	15.69	16.09	16.69	17.29	17.89	18.49	19.09	19.69	20.29
	D	14.99	15.39	15.79	16.19	16.59	17.19	17.79	18.39	18.99	19.59	20.19	20.79
	DD	15.19	15.59	15.99	16.39	16.79	17.39	17.99	18.59	19.19	19.79	20.39	20.99
	E	15.39	15.79	16.19	16.59	16.99	17.59	18.19	18.79	19.39	19.99	20.59	21.19
	EE	15.59	15.99	16.39	16.79	17.19	17.79	18.39	18.99	19.59	20.19	20.79	21.39
	F	15.79	16.19	16.59	16.99	17.39	17.99	18.59	19.19	19.79	20.39	20.99	21.59
	FF	15.99	16.39	16.79	17.19	17.59	18.19	18.79	19.39	19.99	20.59	21.19	21.79
	G	16.19	16.59	16.99	17.39	17.79	18.39	18.99	19.59	20.19	20.79	21.39	21.99
	GG	16.39	16.79	17.19	17.59	17.99	18.59	19.19	19.79	20.39	20.99	21.59	22.19
	H	16.59	16.99	17.39	17.79	18.19	18.79	19.39	19.99	20.59	21.19	21.79	22.39
	HH	16.79	17.19	17.59	17.99	18.39	18.99	19.59	20.19	20.79	21.39	21.99	22.59
	I	16.99	17.39	17.79	18.19	18.59	19.19	19.79	20.39	20.99	21.59	22.19	22.79
	II	17.19	17.59	17.99	18.39	18.79	19.39	19.99	20.59	21.19	21.79	22.39	23.99
	J	17.39	17.79	18.19	18.59	18.99	19.59	20.19	20.79	21.39	21.99	22.59	23.19
JJ	17.59	17.99	18.39	18.79	19.19	19.79	20.39	20.99	21.59	22.19	22.79	23.39	
K	17.79	18.19	18.59	18.99	19.39	19.99	20.59	21.19	21.79	22.39	22.99	23.59	
KK	17.99	18.39	18.79	19.19	19.59	20.19	20.79	21.39	21.99	22.59	23.19	23.79	
L	18.19	18.59	18.99	19.39	19.79	20.39	20.99	21.59	22.19	22.79	23.39	23.99	

LEVEL													
STEP		1	2	3	4	5	6	7	8	9	10	11	12
	A	13.07	13.48	13.89	14.31	14.72	15.34	15.95	16.57	17.19	17.81	18.43	19.04
	AA	13.23	13.64	14.05	14.46	14.87	15.49	16.11	16.73	17.35	17.96	18.58	19.20
	B	13.38	13.79	14.20	14.62	15.03	15.65	16.26	16.88	17.50	18.12	18.74	19.35
	BB	13.89	14.31	14.72	15.13	15.54	16.16	16.78	17.40	18.01	18.63	19.25	19.87
	C	14.41	14.82	15.23	15.65	16.06	16.68	17.29	17.91	18.53	19.15	19.77	20.38
	CC	14.92	15.34	15.75	16.16	16.57	17.19	17.81	18.43	19.04	19.66	20.28	20.90
	D	15.44	15.85	16.26	16.68	17.09	17.71	18.32	18.94	19.56	20.18	20.80	21.41
	DD	15.65	16.06	16.47	16.88	17.29	17.91	18.53	19.15	19.77	20.38	21.00	21.62
	E	15.85	16.26	16.68	17.09	17.50	18.12	18.74	19.35	19.97	20.59	21.21	21.83
	EE	16.06	16.47	16.88	17.29	17.71	18.32	18.94	19.56	20.18	20.80	21.41	22.03
	F	16.26	16.68	17.09	17.50	17.91	18.53	19.15	19.77	20.38	21.00	21.62	22.24
	FF	16.47	16.88	17.29	17.71	18.12	18.74	19.35	19.97	20.59	21.21	21.83	22.44
	G	16.68	17.09	17.50	17.91	18.32	18.94	19.56	20.18	20.80	21.41	22.03	22.65
	GG	16.88	17.29	17.71	18.12	18.53	19.15	19.77	20.38	21.00	21.62	22.24	22.86
	H	17.09	17.50	17.91	18.32	18.74	19.35	19.97	20.59	21.21	21.83	22.44	23.06
	HH	17.29	17.71	18.12	18.53	18.94	19.56	20.18	20.80	21.41	22.03	22.65	23.27
	I	17.50	17.91	18.32	18.74	19.15	19.77	20.38	21.00	21.62	22.24	22.86	23.47
	II	17.71	18.12	18.53	18.94	19.35	19.97	20.59	21.21	21.83	22.44	23.06	23.68
	J	17.91	18.32	18.74	19.15	19.56	20.18	20.80	21.41	22.03	22.65	23.27	23.89
JJ	18.12	18.53	18.94	19.35	19.77	20.38	21.00	21.62	22.24	22.86	23.47	24.09	
K	18.32	18.74	19.15	19.56	19.97	20.59	21.21	21.83	22.44	23.06	23.68	24.30	
KK	18.53	18.94	19.35	19.77	20.18	20.80	21.41	22.03	22.65	23.27	23.89	24.50	
L	18.74	19.15	19.56	19.97	20.38	21.00	21.62	22.24	22.86	23.47	24.09	24.71	

2012-2013

LEVEL													
STEP		1	2	3	4	5	6	7	8	9	10	11	12
	A	13.46	13.89	14.31	14.74	15.16	15.80	16.43	17.07	17.71	18.34	18.98	19.62
	AA	13.62	14.05	14.47	14.90	15.32	15.96	16.59	17.23	17.87	18.50	19.14	19.78
	B	13.78	14.21	14.63	15.05	15.48	16.12	16.75	17.39	18.02	18.66	19.30	19.93
	BB	14.31	14.74	15.16	15.58	16.01	16.65	17.28	17.92	18.56	19.19	19.83	20.46
	C	14.84	15.27	15.69	16.12	16.54	17.18	17.81	18.45	19.09	19.72	20.36	21.00
	CC	15.37	15.80	16.22	16.65	17.07	17.71	18.34	18.98	19.62	20.25	20.89	21.53
	D	15.90	16.33	16.75	17.18	17.60	18.24	18.87	19.51	20.15	20.78	21.42	22.06
	DD	16.12	16.54	16.96	17.39	17.81	18.45	19.09	19.72	20.36	21.00	21.63	22.27
	E	16.33	16.75	17.18	17.60	18.02	18.66	19.30	19.93	20.57	21.21	21.84	22.48
	EE	16.54	16.96	17.39	17.81	18.24	18.87	19.51	20.15	20.78	21.42	22.06	22.69
	F	16.75	17.18	17.60	18.02	18.45	19.09	19.72	20.36	21.00	21.63	22.27	22.90
	FF	16.96	17.39	17.81	18.24	18.66	19.30	19.93	20.57	21.21	21.84	22.48	23.12
	G	17.18	17.60	18.02	18.45	18.87	19.51	20.15	20.78	21.42	22.06	22.69	23.33
	GG	17.39	17.81	18.24	18.66	19.09	19.72	20.36	21.00	21.63	22.27	22.90	23.54
	H	17.60	18.02	18.45	18.87	19.30	19.93	20.57	21.21	21.84	22.48	23.12	23.75
	HH	17.81	18.24	18.66	19.09	19.51	20.15	20.78	21.42	22.06	22.69	23.33	23.97
	I	18.02	18.45	18.87	19.30	19.72	20.36	21.00	21.63	22.27	22.90	23.54	24.18
	II	18.24	18.66	19.09	19.51	19.93	20.57	21.21	21.84	22.48	23.12	23.75	24.39
	J	18.45	18.87	19.30	19.72	20.15	20.78	21.42	22.06	22.69	23.33	23.97	24.60
JJ	18.66	19.09	19.51	19.93	20.36	21.00	21.63	22.27	22.90	23.54	24.18	24.81	
K	18.87	19.30	19.72	20.15	20.57	21.21	21.84	22.48	23.12	23.75	24.39	25.03	
KK	19.09	19.51	19.93	20.36	20.78	21.42	22.06	22.69	23.33	23.97	24.60	25.24	
L	19.30	19.72	20.15	20.57	21.00	21.63	22.27	22.90	23.54	24.18	24.81	25.45	

202 POSITION TITLES AND SKILL AREA GROUPINGS

- A. Administration Support
 - Level 2 School Clerk
 - Level 3 Accounting Clerk
 - Level 5 School Secretary
 - Level 6 Correspondence Secretary, Construction Secretary
 - Level 7 Administrative Secretary (Tok School only); Accountant I
 - Level 8 Information Systems Support Technician, Media Specialist II
 - Level 8-9 Accountant II, Administrative Secretary (District Office)
- B. Classroom Support
 - Level 1 Media Helper
 - Level 5 Teacher Aide, Media Specialist I
 - Level 5 Special Education Aide
 - Level 6 Mentor, Librarian
 - Level 7 Media Specialist II
 - Level 10 Instructor
- C. Food Service
 - Level 3 Cook I
 - Level 5 Child Nutrition Manager (Tok School only)
- D. Custodial/Maintenance
 - Level 1 Custodial Helper
 - Level 3 Custodian I
 - Level 4 Custodian II
 - Level 7 Head Custodian/Maintenance Technician
 - Level 8-9 Lead Maintenance Technician, Electronics Technician
 - Level 10 Assistant Maintenance Coordinator

203 WAGE SCHEDULE CONDITIONS

- A. Initial placement of a new employee on the wage schedule shall be at Step A.
- B. If the employee is moved by reassignment to a position at a different wage level within the same skill area grouping, placement on the wage schedule shall be at the same step as the employee would otherwise have been entitled. If the employee is moved by reassignment to a position in a different skill area grouping, the employee shall be placed at Step A of the wage schedule unless the AGESP President and the Superintendent or their designees agree otherwise in writing on a case by case basis.
- C. In order for the classified employee to qualify for extra movement on the salary schedule, he/she must file an application on the District provided forms for the Superintendent's approval. The Superintendent shall approve credits/courses for advancement on the salary schedule which meet at least one of the criteria:
 - 1. Credits/courses in the classified employees current assignment.
 - 2. Credits/courses in the classified employees field.
 - 3. Credit/courses which help prepare the classified employee to accomplish the District's goals and objectives, subject to the specific approval of the Superintendent.
 - 4. Nine (9) college credits or the equivalent equals a half (1/2) step movement. If an employee is on Step L, the last possible Step, eighteen (18) college credits or the equivalent equals a lateral movement of one Level. One full Step or one Level movement will be allowed per fiscal year.
 - 5. After October 1st, no changes in the salary placement shall be made except in cases of error. Classes completed prior to this negotiated agreement do not qualify for Step or Level movement.
- D. The employee who has terminated, excluding layoffs, and who is rehired within one (1) year after the effective date of the termination for a position in the same skill area grouping occupied prior to termination shall be placed on the wage schedule at the assigned level for the position to which he/she is rehired and at the same step to which he/she would otherwise have been entitled. However, if the employee is rehired to a position in a different skill area grouping, the employee shall be placed at Step A of the wage schedule unless the AGESP President and the Superintendent or their designees agree otherwise in writing on a case by case basis.
- E. If the employee receives a "satisfactory" or better evaluation or if no evaluation is received, the employee shall be entitled to step advancement on the wage schedule on his/her anniversary date of employment (defined as the date one (1) year from the most recent date of hire into a permanent position) and each subsequent year of continuous employment thereafter. The full-time employee moves two (2) steps, and

the part-time employee moves one (1) step, on the wage schedule. If the employee receives an "unsatisfactory" evaluation, his/her performance shall be reviewed after three (3) months and, if improved to a "satisfactory" level, a new evaluation shall be prepared and submitted. At that time, the employee shall advance on the wage schedule.

- F. Upon reaching the twelfth (12th) anniversary date of employment as a permanent classified employee with the District, the employee shall receive a one-time bonus equal to two percent (2%) of his/her base wage for the prior twelve-month period.
- G. After substituting for 10 consecutive working days, the temporary hire shall receive the entry level of pay for the position being filled.

204 PAY COMPUTATION/PAY PERIOD

- A. Pay shall be computed at the hourly rate times the number of hours worked as shown on the time sheet signed by the employee and the supervisor.
- B. The pay period shall be from the sixteenth (16th) of one month through the fifteenth (15th) of the next month.
- C. The employee may review and/or receive copies of his/her time sheets upon reasonable request to the Chief Financial Officer or designee.
- D. Falsification of a time sheet shall be grounds for immediate dismissal.

205 PAYDAYS/PAYCHECKS

- A. Payday shall be the last scheduled working day of the month.
- B. Pay shall be by direct deposit or paper check.
- C. Paper paychecks and direct deposit pay stubs shall be delivered to the building in which the employee is permanently assigned. The employee who travels between work locations shall designate the work location to which paychecks shall be delivered.

206 PAY ADVANCE

Upon application by the employee, the District shall pay a cash advance of up to a maximum of fifty percent (50%) of his/her paycheck or \$500.00, whichever is less. This payment shall be considered a loan and, if applied for prior to payroll computation, shall be deducted from the paycheck of that month. When application is made after payroll computation, the loan shall be deducted from the following month's salary payment. Payroll advances shall be limited to four (4) in any work year.

207 SHIFT DIFFERENTIAL

When more than one-half (1/2) of the employee's regularly scheduled hours are worked between 6:00 PM and 6:00 AM, the employee shall be paid a shift differential of \$0.55 (FY11), \$0.65 (FY12) and \$0.75 (FY13) per hour for all hours worked during these times. Overtime work shall not be considered in determining the employee's eligibility for shift differential, but overtime worked by the eligible employee during a shift differential period shall be computed on base wages plus the differential.

208 OVERTIME

- A. Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate of pay for any authorized hours worked in excess of forty (40) hours per week or eight (8) hours per day.
- B. Overtime work shall be approved and assigned in advance by the Superintendent or designee. Overtime shall normally be assigned on a voluntary basis whenever there are two (2) or more employees within a specific skill area grouping. However, the District reserves the right to require overtime of specific personnel when circumstances warrant. Consideration shall be given to prior individual commitments whenever possible.

209 COMPENSATORY TIME

At the option of the employee, overtime worked may be compensated at the rate of one and one half (1 1/2) hours of compensatory time off for each hour of overtime. Compensatory time off shall be used in accordance with the Fair Labor Standards Act requirements and with advance approval of the supervisor. If not used in accordance with the standards, compensatory time shall be converted to overtime pay and included in the employee's next paycheck.

210 CALL OUT PAY

If the employee who has left the work site at the end of his/her shift is called back to work, he/she shall receive two (2) hours call out pay at the employee's regular, straight time rate or pay for actual hours worked, whichever is greater.

211 WORKING AT A HIGHER PAY LEVEL

The employee assigned in writing to perform temporarily the full duties of a higher pay level for more than twenty-two (22) consecutive working days shall, beginning the eleventh (11th) consecutive day, receive the pay of the higher level retroactive to the first day of assignment. Cancellation of such temporary assignment and return of the employee to his/her regular pay level shall not be construed as discipline and is not grievable under this Agreement.

212 EXPENSE REIMBURSEMENT

A. Mileage

- 1) The employee's use of his/her private vehicle on District-approved official business shall be reimbursed at the rate established by the Board. No employee shall be required to transport students in his/her personal vehicle.
- 2) The employee traveling at District expense may be required to transport items between sites or to/from Anchorage or Fairbanks. The employee shall not be required to transport more than a total of fifty (50) pounds or any package exceeding twenty-five (25) pounds.

B. Per Diem

- 1) The employee who travels on District-approved official business outside the District boundaries shall receive per diem as established by the Board. Meal allowance for approved official travel within the District shall be reimbursed at the rate established by the Board.
- 2) Necessary hotel/motel lodging that is not prearranged and paid directly by the District shall be reimbursed at actual cost provided the employee submits a completed travel request including receipts.

C. Physical Examination/Fingerprinting

The District shall reimburse the cost of the District-required physical examination and fingerprinting up to a total of \$250.00. The employee may elect to keep the detailed medical history form. However, all other forms provided by the District must be completed and turned in to the District Office before reimbursement shall be made.

D. Training

- 1) Training or certification required or directed by the District shall be provided at the District's expense, except that the employee who has been directed to attend District-sponsored training and who, while not on authorized leave, fails to attend such training, may be required to attend the closest available like training at the employee's expense.
- 2) The employee shall be eligible for education reimbursement if the employee enrolls in a college, university, or vocational course which has a direct relationship to duties performed in his/her position or which enhances skills related to his/her employment in the District. A request for course approval shall be completed, endorsed by the supervisor, and forwarded to the Superintendent for approval no later than ten (10) days before the commencement of the course. The request shall indicate the name of the course, date of intended course completion, and a narrative explaining the reasons and intent for taking the course. Elective courses outside the major field of study shall not be approved.
- 3) The District shall pay the actual cost for approved courses including applicable lab fees, course fees, books, and tuition. Evidence of successful course completion shall be submitted to the Superintendent through the supervisor within forty-five (45) calendar days after course completion. This evidence may be in the form of an official transcript, grade slip, letter from the institution, or certificate of completion. If the employee fails to successfully complete the course, receives a grade of "D," or fails to provide evidence of completion as required, he/she shall reimburse the District for all costs paid by the District.
- 4) Courses covered under paragraphs 2) and 3) above shall be limited to one (1) course per employee per semester. There shall also be an aggregate District-wide limit of \$5,000 per fiscal year with courses being considered for approval on a first come first served basis.

213 HEALTH INSURANCE

The District shall provide health insurance coverage for the full-time employee that is substantially equivalent to the coverage in effect the day before the effective date of this Agreement. Prior to making a decision to change

the insurance policy or carrier, the District shall consult with AGESP. The District shall pay the full health insurance premium for the employee, employee's spouse, and/or eligible dependent children. In the event that both spouses are eligible for District-provided coverage, one spouse shall be provided employee coverage and the other spouse and any eligible dependent children shall be provided dependent coverage.

The effective date of coverage shall be as prescribed under the insurance policy, and coverage shall terminate on the last day of the month during which the employee performs the last day of work as a full-time District employee. For example, if the employee's last day of work occurs in May, but the employee submits a resignation in July, District-paid coverage ends the last day of May. The employee would be required to repay the District for any premiums paid for June and July and to repay the insurance carrier for claims incurred in June and July. In order to avoid a lapse of coverage after the District-paid coverage ends, the employee may elect a self-pay policy under COBRA.

214 LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The District shall provide the full-time employee, at no premium cost, life and accidental death and dismemberment insurance in the amount of two (2) times his/her annual salary rounded to the nearest thousand dollars up to a maximum of \$102,000. The effective date of coverage shall be as prescribed under the insurance policy, and coverage shall terminate on the last day of the month during which the employee performs the last day of work as a full-time District employee.

215 RETIREMENT

Effective July 1, 1990, in addition to Social Security, the District shall participate in the Public Employees Retirement System for all eligible classified employees in permanent positions.

301 WORK DAY/BREAK

- A. The regularly assigned work day for each position shall be established, and shall be subject to revision, by the District. A normal work day shall be a maximum of eight (8) hours excluding a minimum one-half (1/2) hour unpaid lunch period. The lunch period shall be duty free for all full-time employees. The parties understand, however, that work overloads or interruptions may occur from time to time. Should the employee be required by the supervisor to work a portion or all of the lunch period, such time shall be reported on the time sheet and compensated. The normal work week for the full-time employee shall be forty (40) hours within a seven (7) day period, with two (2) consecutive days off. Nothing in this provision shall be interpreted to guarantee a work year or to prevent necessary changes in work hours.
- B. The District and the employee may mutually establish an alternate work week which shall equal the number of hours of the employee's normal work week within any seven (7) day period without paying overtime for daily hours in excess of eight (8) hours.
- C. The regular eight (8) hour per day employee shall receive two (2) fifteen (15) minute break periods per day, to be mutually determined by the supervisor and the employee.

302 NOTICE OF ASSIGNMENT

The employee who normally works in a nine (9) or ten (10) month position shall be notified in writing by May 15 of his/her assignment and reporting date for the subsequent work year. Should the District subsequently determine changes are necessary, the employee shall be notified promptly in writing as to the reasons for the change.

303 PROBATION

- A. There shall be a probationary period of one hundred twenty-five (125) working days commencing on the first day of hire for the new employee, including the former employee not rehired into the same skill area grouping as prescribed in Article 203. The probationary period is a working test period and shall be utilized for the purpose of evaluating the employee's performance to determine his/her suitability for the position.
- B. Prior to the end of the probationary period, the supervisor shall conduct a performance evaluation to determine if the employee has successfully completed the probationary period.
- C. The probationary employee may be dismissed at any time for any reason the District determines to be adequate.
- D. Upon successful completion of the probationary period as evidenced by a "satisfactory" evaluation, the employee shall become a regular employee.

304 PERSONNEL FILE

- A. All material placed in the employee's official personnel file in the District Office shall be the property, and shall be under the control, of the District. Access to the file shall be limited to the employee, the Superintendent or his/her designee, the Board as a unit, and any person designated in writing by the employee. File access shall be granted during regular office hours by arrangement with an authorized personnel file custodian.
- B. Upon request, the employee or the employee's designee shall be provided with one (1) copy of his/her personnel file during the calendar year. A charge of \$0.25 per sheet shall apply to additional copies.
- C. The employee shall be provided, via hand delivery or certified mail, with a copy of any derogatory material placed in the personnel file. The employee shall have the right, within twenty-eight (28) calendar days after the date of receipt of such material, to provide the Superintendent with a written response to be attached to the material in the file.
- D. Letters of reprimand and/or any derogatory material, excepting evaluations, may be removed upon mutual agreement of the Superintendent and employee. Except for documents dealing with serious misconduct, the employee shall have the right to have derogatory material removed from the file after four (4) years if there is no repetition of the type of incident which generated the document.

305 EVALUATION

- A. The employee shall receive at least one (1) evaluation during the probationary period, annually, and at such other times as the District may deem appropriate.
- B. The employee shall have the opportunity to review the completed evaluation and confer with the supervisor. The employee shall sign the evaluation and may attach written comments within twenty (20) days thereafter. The employee's signature does not indicate concurrence.
- C. A copy of the completed evaluation shall be placed in the employee's personnel file.

306 RESIGNATION/TERMINATION NOTICE

- A. The employee shall give the District fifteen (15) calendar days written notice before terminating his/her employment.
- B. The District shall give the employee fifteen (15) calendar days written notice before layoff or termination except that the employee discharged for cause or suspended for disciplinary reasons per Article 310 is exempt from this paragraph.

307 SAFETY AND RESPONSIBILITY PROVISIONS

- A. It is agreed that all employees shall be responsible for working in a safe and proper manner. The District shall be responsible for providing a safe work place, and applicable Federal and State Occupational Safety Codes shall serve as standards with which all parties shall comply. Further, it is recognized that each employee has primary responsibility for his/her own safety and that the obligation to know and observe safety rules and regulations is a measure of protection for himself/herself and others. The District shall, at any time, welcome suggestions from AGESP and employees that offer ways of improving safety conditions. Should there be a concern about specific safety issues, the employee shall promptly notify the supervisor in writing.
- B. During a bomb threat, once the building is secure and the safety of students and personnel are assured, no employee shall be required to enter a building to search for a bomb.
- C. No employee shall be required to administer medicines without a "Parental Consent and Waiver of Liability" form on file.
- D. No employee shall be required to directly perform a search of persons or lockers, but the employee may be required to assist or witness such searches.

308 TAX SHELTER DEDUCTIONS

The employee may have payroll deductions made for annuities of his/her choice.

309 VACANCIES

- A. Position Vacancies.
All vacant or newly created permanent bargaining unit positions shall be emailed or faxed to the AGESP President, each site administrator, and the local Job Service office and posted in each school building and the District Office for five (5) working days prior to filling the position, and such posting shall occur not later than any public posting. The posting date shall be indicated on the vacancy notice. Hiring procedures established in District policy or regulation shall be complied with in all cases.

B. Transfers

Transfers, including involuntary transfers, shall be discussed with the employee before the transfer is effected. Decisions relating to employee requests for transfers are within the sole discretion of the Superintendent subject to the approval of the Board. If, in the judgment of the Superintendent, qualifications are equivalent, an employee shall be given transfer preference over a new hire and a more senior employee shall be given transfer preference over a less senior employee. If requested, a written notice of the basis of the decision shall be provided to the employee who is denied reassignment to a vacant position pursuant to this paragraph.

C. Combining Part-Time Positions

When additional part-time work is required, the District may consider the efficacy of combining the new work with a current position or creating a new position for which the part-time employee could request application under Paragraph B of this article.

D. Summer Work

Nine (9) and ten (10) month employees are encouraged to sign up for summer work on the temporary or substitute work lists maintained at the District Office and at school sites. When hired for such work, the employee shall be paid at the established temporary rate and shall be subject to the fringe benefits applicable to temporary hires.

310 DISCIPLINE AND DISMISSAL

Discipline may be imposed by the District for just cause. Discipline shall be defined as a written reprimand to be placed in the employee's personnel file, a demotion, a reduction in hours, a transfer, or a suspension without pay or other loss of compensation on account of delinquency in performance, infraction of rules, or dishonesty. When an administrator imposes discipline, the employee shall be entitled, upon request, to have an AGESP representative present. Disciplinary action may be appealed as a grievance as specified in Article 110. Notwithstanding, the initial probationary employee whose performance does not meet required job standards may be dismissed at any time during the probationary period, and such dismissal shall not be grievable. Unless the employee waives the right to AGESP representation, a copy of all disciplinary actions taken shall be forwarded to the AGESP President within five (5) working days of the date such action is taken. AGESP shall be notified and shall be given the opportunity to discuss any dismissal contemplated by the District before the employee is terminated.

311 REDUCTION IN STAFF

- A. If the Board determines that the elimination of any position is necessary, employees shall be laid off based on seniority, within skill area groupings as defined in Article 203, at the location where the layoff is to occur. Least senior employees within a skill area grouping at a location shall be laid off first, then next least senior, and so forth. Notwithstanding, the District reserves the right to exempt mentors from this paragraph.
- B. Seniority shall be calculated as the number of continuous months of service as a regular employee in pay status with the District. If more than one (1) employee has the same seniority, the position on the seniority list shall be determined by lot. For the purposes of this paragraph, "continuous months of service" for the nine (9) or ten (10) month employee shall not be considered broken during the summer non-work months; however, the summer non-work months shall not count toward seniority.
- C. All transfers may be completed before the following rehire provisions are initiated. When positions become available, laid off employees shall be recalled by site and skill area grouping in reverse order of layoff, with laid off employees always taking precedence over hiring new employees. Recall rights shall be in effect for two (2) years after the effective date of the layoff or until the employee declines a recall, whichever comes first. It shall be the responsibility of the employee to notify the District of any change of address or telephone number. Notice of recall shall be sent by certified mail to the employee's last known address. A recalled employee shall be given ten (10) working days from receipt of notice to report to work or to decline the position. For the purposes of this paragraph, the "effective date of layoff" for the nine (9) or ten (10) month employee who is notified of layoff at the end of a school year shall be the date on which the employee would have returned to work for the next school year.
- D. All benefits to which the employee was entitled at the time of layoff shall be restored upon his/her return to active employment, and he/she shall be placed on the proper experience column of the wage schedule for the assigned position.

312 EXTRA-DUTY CONTRACTS

An extra-duty contract shall be defined as a separate contract for direct supervision of an activity, club, or sport which takes place outside of the employee's normal work day. Acceptance of an extra duty contract is voluntary. An extra duty contract shall state the number of weeks required. The rate of pay shall be mutually agreed upon by the employee and the administrator. The District shall retain the right to determine which extra duty contracts shall be offered at each site, the number of weeks contracted, and to whom contracts shall be offered.

400 LEAVE STATUS

The employee shall receive notification of leave acceptance status within two (2) working days after the date of receipt of the leave application by the immediate supervisor.

401 ANNUAL LEAVE

- A. Days of accrued leave shall be converted to hours by multiplying the number of days of leave times the number of hours in the employee's normal work day at the time the leave is accrued. Annual leave shall accrue from the first day of employment but cannot be used or paid until after successful completion of the probationary period. Leave shall accrue on a proportional basis for any fractions of a month.
- B. For the full-time employee on employment status on the effective date of this Agreement and for any employee who begins employment status after the effective date of this Agreement, leave shall accrue at the following rates while the employee is on paid status or is on unpaid status for five (5) days or less.
 - 1. First year: 1 day per month (maximum of 12 days per work year);
 - 2. Second year: 1.25 days per month (maximum of 15 days per work year);
 - 3. Third year: 1.50 days per month (maximum of 18 days per work year);
 - 4. Fourth year: 1.75 days per month (maximum of 21 days per work year);
 - 5. Fifth year and beyond: 2 days per month (maximum of 24 days per work year)
- C. For the part-time employee on employment status on the effective date of this Agreement and for any employee who begins employment status after the effective date of this Agreement, leave shall accrue at the following rates while the employee is on paid status or is on unpaid status for five (5) days or less.
 - 1. First and second year: 1/2 day per month (maximum of 6 days per work year);
 - 2. Third and fourth year: 3/4 day per month (maximum of 9 days per work year);
 - 3. Fifth and sixth year: 1 day per month (maximum of 12 days per work year);
 - 4. Seventh year and beyond: 1 1/4 day per month (maximum of 15 days per work year);
- D. The nine (9) or ten (10) month school employee shall use annual leave during scheduled school vacations unless otherwise approved in writing by the supervisor. Up to five (5) days per year of annual leave may be used by the school employee on days that school is in session with the prior approval of the supervisor. Leave usage must have two (2) weeks' prior notice and must be authorized by the supervisor prior to use if five (5) or more consecutive days are requested.
- E. Not more than fifteen (15) days of unused annual leave may be carried over to the next work year except by the written approval of the Superintendent. Any excess shall be paid off.
- F. Unused annual leave shall be paid off upon termination.

402 SICK LEAVE

- A. Accrual and Crediting
The employee shall accrue sick leave at the rate of .0057692 hours per hour of work exclusive of authorized hours beyond the employee's normal work day. Sick leave shall accrue without limit until the employee terminates, at which time it shall be canceled without compensation. Accrued sick leave shall be credited to the employee's account on the fifteenth (15th) day of each month; however, the annual anticipated accrual shall be available at the beginning of the employee's work year. If more sick leave days have been used during the work year than accrued, the excess shall be deducted from the employee's final paycheck of the work year.
- B. Notice of Use
With the exception of temporary disability leave as provided under Paragraph C, 2 below, sick leave shall only be approved and paid when an appropriate supervisor has been notified prior to the work period affected unless the supervisor determines that extenuating circumstances existed.
- C. Use-- Self
 - 1. Injury, Illness, and Routine Appointments. The employee shall be entitled to use accrued sick leave for his/her personal illness or injury or for non-elective treatment by a health care provider. "Treatment" does not include routine, non-periodontal dental cleanings, or periodic check-ups (not related to a condition or symptoms). Notwithstanding the preceding sentence, when school is not

in session (not applicable to the summer vacation period except for twelve (12) month employees), sick leave shall be allowable for the employee's routine medical and dental appointments upon advance notice to the supervisor.

2. Temporary Disability. An employee who is temporarily disabled and not eligible for workers' compensation (including temporary disability relating to childbirth) shall be granted sick leave or leave without pay at the employee's option upon the written request of the employee and when supported by a physician's statement setting forth the specific disability, the date the employee's leave should commence, and the expected length of absence. If the leave is for maternity, the first three (3) days shall be with pay, not chargeable to sick leave. Disability leaves shall be limited to a maximum of one (1) calendar year after which, if the employee is unable to return to work, he/she shall be terminated.

D. Use-- Family Illness, Injury, or Death

The employee shall be entitled to use accrued sick leave with pay in the event of illness or injury of a member of the employee's immediate family when such absence is reasonably necessary. In the event of a death in the immediate family, the employee shall be entitled to three (3) days of bereavement leave not chargeable to accrued sick leave and up to two (2) additional days of accrued sick leave unless he/she must travel out of state, in which case the employee shall be allowed to use up to four (4) days of accrued sick leave. If the employee applies for and is granted additional leave under this paragraph, he/she shall receive his/her regular salary less the cost of his/her substitute. For purposes of this paragraph, immediate family shall be defined as the employee's spouse, children, grandchildren, siblings, parents, grandparents, mother/father in-law, son/daughter in-law, or legal ward.

E. Documentation.

The District may require a physician's verification after three (3) consecutive days of sick leave usage.

F. False Statement

A false statement regarding sick leave shall be grounds for dismissal.

403 MATERNITY, PATERNITY AND ADOPTION LEAVE

A maximum of three (3) days of leave with pay, not chargeable to sick leave, shall be granted to the mother or father upon the birth of a child. If the leave is for maternity, paternity or adoption, the first three (3) days of leave, not chargeable to sick leave, shall be with pay.

404 COURT LEAVE

When the employee is required to be absent from duty under an order from any court of competent jurisdiction, either as a witness or juror, or similar circumstances, the regular salary of the employee shall be paid in the usual manner during the necessary period of absence. Any amount of compensation, exclusive of mileage and per diem reimbursement, received by the employee as a witness or juror shall be remitted to the District. This article does not apply if the employee is a party to a civil or criminal case or if the action is against the District.

405 MILITARY TRAINING LEAVE

The employee shall be entitled to a maximum of fifteen (15) days of leave per year to participate in scheduled training duty in the National Guard or other Military Reserve Unit. Such leave shall be approved upon the employee's presentation of his/her orders. In order for the employee to receive his/her regular District wages for the working time spent in training duty, he/she shall remit to the District all compensation received for such duty except mileage reimbursement, if any.

406 LEAVES OF ABSENCE WITHOUT PAY

A written request for a leave of absence must be approved in writing by the Superintendent in advance of the beginning date of the requested leave. A leave of more than five (5) consecutive days shall be without benefits. Seniority shall not accrue during a leave without pay of more than five (5) consecutive days. If the employee is on a leave of absence without pay for more than five (5) consecutive days, the anniversary date of hire shall be set back one (1) day for every day of leave without pay beyond five (5). Notwithstanding, the employee shall be allowed to continue his/her own health insurance by paying the appropriate premiums as allowed under COBRA with a prearranged schedule. The employee returning to duty as agreed at the expiration of an approved leave shall have restored all benefits accrued prior to the leave.

A. Short Term Leave

The request for a short term leave without pay of up to five (5) consecutive days shall be submitted to, and disposition shall be at the sole discretion of, the immediate supervisor subject to the approval of the Superintendent. The request shall include the reasons for the leave and the expected date of return. The

employee not returning from an approved leave on the stated return date shall be terminated unless, in the Superintendent's judgment, mitigating circumstances exist or the employee has received advance approval to extend the original approved leave.

B. Long Term Leave

The Board, at its discretion, may grant the employee a long term leave of absence in excess of five (5) consecutive days without pay provided that the maximum length of such leave shall not exceed one (1) year without specific review and renewal by the Board.

- 1) The request shall be submitted to the Board through the Superintendent and must include the justification for the leave, the expected length of the leave, and the return date. The leave request may include such reasons as parenting, education, family welfare, or other valid personal reasons.
- 2) In the event that the employee is granted a long term leave of absence, the terms and conditions of the leave including but not necessarily limited to length of the leave, notice of intent to return to work, and return rights shall be agreed upon in writing by the employee and the District.

407 SICK LEAVE BANK

The employee may join the Sick Leave Bank within thirty (30) calendar days of his/her first working day or by September 30th of each year.

A. Eligibility and Contributions

The employee who wishes to be a member of the Sick Leave Bank shall contribute one (1) full month's accrual of sick leave to the bank per year until the bank achieves a minimum balance of one thousand (1,000) hours. Once the bank achieves the minimum balance, only new employees or employees wishing to join the bank for the first time shall be required to contribute sick leave to join. At such time as the bank falls below the minimum required balance, each bank member shall contribute one (1) full month's accrual of sick leave at the beginning of the next work year. All sick leave donated to the Bank shall be final and shall not be recoverable for credit to the employee's personal sick leave account.

B. Withdrawal Criteria

- 1) All accumulated individual sick leave and annual leave has been exhausted.
- 2) A written statement from a doctor verifying the need for leave has been submitted and approved by the Association's Officers and Superintendent. Additional verifying statements may be required after each fifteen (15) day period of leave.
- 3) Sick leave days can be withdrawn from the bank only for an individual member's illness or injury. The member may not withdraw in any work year more than twice the number of sick leave days he/she has accumulated before the first day of the work year or twenty-four (24) days, whichever is greater. Notwithstanding, the member may not withdraw more than sixty (60) days in a given work year. Sick leave bank days granted shall be retroactive to the time that the employee's sick leave and/or annual leave were exhausted.
- 4) The employee shall be eligible to use the sick leave bank only after the successful completion of the probationary period.

C. Upon request, AGESP shall be provided a report on sick leave bank status.

408 AGESP LEAVE

On years of bargaining, up to ten (10) days shall be granted to be used for bargaining sessions only. Unused AGESP leave shall not accumulate from year to year and cannot be cashed out. The use of AGESP leave shall be approved by the Superintendent at least forty-eight (48) hours in advance and shall be certified by the AGESP President as being for legitimate AGESP activities. A properly certified AGESP leave request shall not be arbitrarily denied. AGESP leave shall be used in at least four (4) hour increments.

409 HOLIDAYS

- A. The employee shall be entitled to the following paid holidays: New Year's Day, Memorial Day, Independence Day (12 month employees only), Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- B. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed.
- C. Full-time and part-time employees shall be eligible for holiday pay if the employee is in pay status the regularly scheduled work day before and after the holiday unless excused in advance by the supervisor. Pay status shall include, time on duty, paid leave, and holidays.
- D. If work is performed on a holiday, the employee shall be compensated at his/her straight time or overtime rate, whichever is applicable, in addition to his/her regular holiday pay.

410 WORKERS' COMPENSATION

The employee shall be eligible for workers' compensation benefits as provided under Alaska law. The length of time the employee may be in non-work status due to any specific work-related disability shall not exceed one (1) year. Should the disability continue beyond this time, the employee shall be terminated.

500 AVAILABILITY OF BOARD PACKETS AND MINUTES

Prior to each meeting, the Board shall make available to AGESP a complete packet but excluding items for a Board executive session. The packet shall be mailed to the AGESP President at the time it is mailed to Board members. In addition, the Unit Administrator shall share his/her copy of the packet with classified staff in his/her building. AGESP shall be provided a copy of the minutes of each meeting.

501 NON-JEOPARDY

The District shall not unlawfully discriminate against or interfere with the employee's lawful participation in AGESP membership or activities in accordance with this Agreement.

502 USE OF FACILITIES

- A. AGESP shall have the right to use school facilities and designated equipment if not otherwise in use and at such times that such use does not interfere with the normal operation of the District. AGESP shall pay \$100.00 annually for the use of equipment and copier/printer materials. AGESP shall not charge telephone/fax calls to the District's account.
- B. Prior to meeting in any District facility, the building administrator shall be notified of the time and place of the meeting. AGESP shall be permitted to post notices of meetings and other materials pertaining to AGESP business in any place provided for such purposes in school facilities. Such notices shall be clearly labeled as being from AGESP.
- C. AGESP shall have the right to use school mail boxes in each building. AGESP shall clearly label the outside of all mail with the AGESP name and return address.

503 ACCESS TO EMPLOYEES

An AGESP representative who is not a District employee and who provides advance notice to the work site supervisor may have access to bargaining unit members at the work site so long as such access does not interfere with employees' ongoing work.

504 DUES DEDUCTION

- A. Within thirty (30) calendar days of receipt of a written AGESP dues deduction authorization and assignment from a bargaining unit member, the District shall make the appropriate payroll deduction as certified by the President of AGESP and shall transmit the monthly dues to AGESP.
- B. Authorized dues shall be deducted from the employee's paycheck in equal monthly amounts during the months from October to May. Such authorization shall remain in effect from year to year unless canceled in writing by the employee.
- C. Any change in the rate of membership dues shall require written notice to the District business office by September 30th. After this date, the rate shall be irrevocable for one (1) year. AGESP agrees to indemnify and hold the District harmless and to compensate the District for all legal fees incurred in its own defense with regard to these dues deduction provisions.
- D. The employee may revoke the dues deduction authorization by giving written notice to AGESP and to the District business office.

600 DEFINITIONS

- A. DAY. Unless specified otherwise, "day" shall be defined as a working day.
- B. LEAVE DAY. "Leave day" shall be defined as the number of hours an employee is regularly scheduled to work per day.
- C. EMPLOYEE. Except for the substitute or temporary employee, "employee" shall be defined as the individual employed by the District in a classified position who is covered by the terms and conditions of this Agreement.
- D. SUBSTITUTE EMPLOYEE. "Substitute employee" shall be defined as the employee hired to replace a regular employee who is on approved leave. If the substitute employee is employed in the same position beyond ninety (90) consecutive work days in any work year, he/she becomes a member of the bargaining

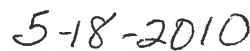
unit. If the substitute employee is retained in the same position without a break in service, time spent as a substitute counts towards the probationary period.

- E. TEMPORARY EMPLOYEE. A "temporary employee" shall be defined as the employee hired to fill a work overload or to perform work that is temporarily available for a continuous period, not to exceed one hundred (100) working days; or as the employee hired in a temporary position to provide specialized knowledge or skills to students (such as "mentor"), and the position has a predetermined terminal point of employment, not to exceed the work days remaining in one (1) school session. If what was anticipated to be a temporary position continues beyond the maximum allotted time, it shall become a permanent position, subject to Board approval. If a temporary employee is retained without a break in service in the permanent position, time spent as a temporary shall count towards the probationary period.
- F. LAID OFF EMPLOYEE. "Laid off employee" shall be defined as the inactive employee without compensation or benefits who shall be entitled to recall under Article 311 and who shall be entitled to request transfers in response to in-District postings consistent with Article 309.
- G. REGULAR EMPLOYEE. "Regular employee" shall be defined as the employee in a permanent position who has successfully completed the probationary period as prescribed under Article 303 and has received an evaluation of "satisfactory" or better.
- H. FULL-TIME EMPLOYEE. "Full-time employee" shall be defined as the employee in a permanent position who regularly works a minimum of thirty (30) hours per week.
- I. PART-TIME EMPLOYEE. "Part-time employee" shall be defined as the employee in a permanent position who regularly works fewer than thirty (30) hours per week.
- J. PERMANENT POSITION. "Permanent position" shall be defined as a Board authorized position with no predetermined termination date.

In witness of the mutual understandings set forth herein, the parties hereby execute this Agreement.



Candy Thurneau, President
ALASKA GATEWAY EDUCATION SUPPORT PERSONNEL



Date



William Miller, Board President
ALASKA GATEWAY SCHOOL DISTRICT



Date