# NEGOTIATED AGREEMENT

**BETWEEN**

**LOWER YUKON SCHOOL DISTRICT**

**(LYSD)**

**AND**

**LOWER YUKON EDUCATION SUPPORT PERSONNEL ASSOCIATION**

**(LYESPA)**

**2016-2017 and 2017-2018**

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## ARTICLE 1 -- NONDISCRIMINATION, RECOGNITION AND CONFORMITY TO LAW

### ***A. NONDISCRIMINATION***

The District agrees that it will not discriminate against any employee because of his/her LYESPA membership or lawful LYESPA activities.

The Association agrees not to discriminate on the basis of race, creed, color, national origin, sex, religion, or as otherwise prohibited by law, in regard to admitting employees to membership in the Association.

### ***B. RECOGNITION***

The Lower Yukon Educational Support Personnel Association is recognized as the sole and exclusive bargaining representative for all full or part-time permanent classified employees of the District, with the exception of supervisory, confidential, or exempt classified employees.

### ***C. CONFORMITY TO LAW***

If any article or part of this Agreement is held to be contrary to law by a court of competent jurisdiction, or if compliance with or enforcement of any article or part should be enjoined by such a court, the remainder of this Agreement shall not be affected thereby and the parties shall meet within twenty (20) days of any such order of the court, to determine if modifications to said article or part of this Agreement can be made which will maintain the original intent of said article or part without being contrary to the court's determination. If the parties mutually agree that such modifications are possible, they shall enter into negotiations for that purpose alone.

## ARTICLE 2 -- DURATION

***A.*** This Agreement shall become effective on July 1, 2016, and shall continue in full force and effect until June 30, 2018. This Agreement shall be retroactive to July 1, 2016 for those employees employed on the date of ratification.

***B.*** This Agreement constitutes the entire agreement between the District and the Employees and Association and expressly supersedes any and all prior agreements whether written, oral, or implied. Additionally, no verbal statements shall supersede any of its provisions, and any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that during the negotiations which resulted in the Agreement, each made demands and proposals concerning matters not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement. This paragraph does not preclude either party from raising past practice to interpret ambiguous contract language.

## ARTICLE 3 -- DISTRIBUTION

The District shall provide each employee with a copy of this agreement within thirty (30) days of ratification by both parties or when an employee first becomes covered by this agreement, whichever is later.

The District shall provide each employee with access to an electronic copy of this agreement, and one hard copy will be available at each site for employee use.

## ARTICLE 4 -- DEFINITION OF TERMS

**Association:** LYESPA.

**Board of Education:** Regional School Board of the Lower Yukon School District.

**Central Office:** Headquarters of the Lower Yukon School District located in Mountain Village, Alaska.

**Classified Employee or Employee:** All employees in the LYESPA bargaining unit.

**District:** Lower Yukon School District

**Long-Term Substitute Employee:** A Substitute appointment for longer than ninety (90) calendar days but not a permanent position. Board approval is required.

**PERS:** Public Employees' Retirement System

**Permanent Full-Time Employee:** One who has completed his/her probationary period and who works twenty-five (25) hours or more per week.

**Permanent Part-Time Employee:** One who has completed his/her probationary period and who works at least fifteen (15) hours per week but less than twenty-five (25) hours per week.

**Probationary Employee:** An employee who has not completed the probationary period, except that a permanent employee who transfers to a different permanent position shall not be considered a probationary employee, not applicable to promotions.

**Probationary Period:** The first sixty (60) work days, not including days on paid or unpaid leave status, or longer as may be prescribed, that an employee occupies a permanent position, or has been appointed as a long-term substitute.

**Short-Term Substitute Employee:** A substitute appointment for ninety (90) calendar days or less.

**Short-Term Temporary Position:** An employment position for no longer than ninety (90) calendar days.

**Substitute Appointment:** A temporary appointment made to a permanent position when the incumbent employee is on authorized leave status and has reinstatement of rights.

**Superintendent:** Superintendent of Schools or his/her designee.

**Supervisor:** An employee duly authorized to direct the work of subordinate employees.

**Annual Leave:** Vacation Leave.

**Administrative Leave:** Any meeting outside District related to job description - performance other than professional conferences.

**Professional Leave:** Attendance of state, regional and national meeting for the purpose of gaining knowledge and training to further upgrade their field of expertise.

## ARTICLE 5 -- ASSOCIATION MEMBERSHIP

### ***A. Association Membership***

1. The District shall deduct annual Association dues in sixteen (16) equal monthly installments from October through May from the pay of any and all employees who have authorized such a deduction. A signed Association membership form which authorizes said deduction or a payroll authorization form, copies of which are attached to this Agreement, shall be utilized for this purpose.

2. Upon submission of either type of payroll deduction authorization form, payroll deductions shall commence with the October payroll, or, if either of the forms is submitted after October 15, the next monthly payroll. For deduction requests submitted after October 15, the Association dues shall be deducted in equal monthly installments as determined by the number of months commencing from the next monthly payroll after the submission date to May. These deductions as revised annually pursuant to paragraph 3 below shall continue from year to year without further authorization except that employees may revoke their authorization as of September 1 of any calendar year by giving written notice to that effect by September 30 of that year. If for any reason, excepting death or leave of absence due to illness, employment is terminated, amounts still owing under the authorization shall be deducted from the employee's final pay.

3. The Association President shall inform the District, in writing, by September 30 of each year of any changes in annual dues.

4. The District shall forward all dues and fees collected, a list of employees and the amount of their deduction to NEA-Alaska, Juneau office as soon as is reasonably possible each month.

### ***B. Save-Harmless***

The Association shall indemnify and save the District harmless against any and all claims, demands, suits, orders, judgments and other forms of liability against the District which arise out of the District's compliance with this provision. The District shall notify and tender the defense to the Association within fifteen (15) working days of receiving any complaint regarding the enforcement of this provision. If the District fails to notify the Association within fifteen (15) working days, the Association's obligation under this provision shall be void.

## ARTICLE 6 -- ASSOCIATION RIGHTS

### ***A. Use of School Facilities***

The Association shall be allowed to use school equipment, including typewriters, mimeograph machines, other duplicating equipment, computers, electronic mail and similar equipment at reasonable times and when such equipment is not otherwise needed for use. However, the use of all such school equipment in the Instructional Leader's office shall only be allowed with the approval of the Instructional Leader. The Association shall pay the reasonable costs of all materials, supplies, and charges associated with the use of such equipment and shall further pay for any damages resulting from Association misuse. The Association shall provide its own paper for copying.

The Association shall be allowed to use school buildings for its meetings outside of the regularly scheduled work day provided the space is not otherwise needed for use. The Association shall give the Instructional Leader advance notice of its request for such use. When custodial services are required as a result of such use, the Association shall pay the reasonable charges for such services. The Association shall be allowed to post Association notices and other Association materials in a place provided for such purposes in school facilities.

### ***B. Grievance Investigation***

If possible, the investigation of a grievance shall be conducted outside of normal work hours. In the investigation of a grievance an employee shall request the permission of his/her immediate supervisor before leaving a work area. Such permission shall not be unreasonably denied.

### ***C. Association Official Access***

Upon entering school property an Association official shall inform the unit administrator of his/her presence and shall not interfere with the education process during the work day but shall be allowed to meet with the employee(s) during the employee(s) duty-free lunch.

### ***D. Association Officials***

The Association shall inform the Superintendent in writing of any appointed or elected officials responsible for processing grievances, conducting negotiations or other District/Association relationships. The District shall not be obligated to acknowledge, accept, comply with or take any other action based on any request or action made by any person purporting to act as an Association official, unless such person's name appears on the list(s) provided by the Association pursuant to this paragraph.

Should any request or action be made by a person purporting to act as an Association official but whose name does not appear on the Association list(s), the District shall inform the Association President or designee of that occurrence; such notification shall occur within seven (7) working days, shall be by radio or telephone whenever possible, and shall be confirmed in writing. For

the purpose of grievance processing, the period beginning when the District knows of any such occurrence and ending when the Association receives notice of that occurrence shall not be considered as part of filing and processing time lines.

***E.*** ***Association on the Board Agenda***

The District shall provide a School Board packet to an Association official at the site where the Board meeting has been initially scheduled. The packet shall be delivered in the same manner that such information is provided to Board members.

Requests of the Association to speak may be indicated through either a written request or verbal request made at the time of the meeting. The Association shall direct any correspondence regarding agenda items to the Superintendent. An Association official, for the seat fare rate, not to exceed seventy dollars ($70.00), may attend all Board meetings using the same transportation, if space is available, as provided for the nearest Board member. The District shall supply each LYESPA site representative with a copy of the agenda and official minutes at the same time that such information is provided to Board members.

## ARTICLE 7 -- NEGOTIATION

### ***A. Inauguration of Negotiations***

1. Either the District or the Association may inaugurate negotiations by giving written notice to the other between January 2 and January 18 of the school year during which the Agreement expires. Said notice shall be deemed to have been given when given in writing and delivered by certified mail, emailed, or hand delivered from the Superintendent to the Association President or from the Association President to the Superintendent.

2. Within thirty (30) days of said request, the parties shall exchange proposals. Proposals shall be limited to Article 12 and eight additional items or topics. An item or topic is limited to paragraphs A, B, or C in Article 1; paragraphs A or B in Article 2; a specific definition in Article 4; paragraphs A or B in Article 5; paragraphs A, B, C, D, or E in Article 6; paragraphs A, B, or C in Article 7; each specific paragraph in Article 8; paragraphs A, B, C, D, E, F, or G in Article 9; each specific paragraph in Article 10; each specific paragraph in Article 11; each specific paragraph in Article 13; a change to any attachment; a new paragraph added to any article or a new topic added to any article, even if not added as a new paragraph.

3. Not later than ten (10) days following receipt of said proposals, the District and the Association shall mutually agree to a time, date and place for negotiations to begin.

4. Any agreements reached shall be reduced to writing, and if ratified by the Board and Association, shall be signed by the designated officers of the District and the Association.

### ***B. Negotiations Ground Rules***

1. The first session of negotiations shall be closed. Subsequent negotiating sessions shall also be closed unless the parties mutually consent to open sessions. Advisors and consultants may attend all closed sessions.

2. Negotiations shall normally take place during, but not be limited to, regular working hours.

3. Each negotiation's team, upon request, shall as soon as is practicable, make available to the other team specific items of public information in their possession pertinent to the negotiation's process. Duplicating additional requested material shall be accomplished. The requesting party shall provide the paper required for copying.

4. The District and the Association shall, upon request, provide each other with copies of any transcripts, or written minutes formal or informal of the negotiating sessions which may be used by either party to augment testimony as to the intent or meaning of the provisions of this Negotiated Agreement. This does not require either party to present the

other party with notes prepared for internal use in the development of the party's strategy. Acceptance of possession of such minutes and/or transcripts does not obligate either party to accept their accuracy.

5. Consultants may be used by either party.

6. Both parties shall submit the Agreement reached in its entirety to their respective ratifying bodies, and ratification votes must be conducted within sixty (60) days of reaching said Agreement. As soon as possible after ratification, the parties shall meet to formally sign the Agreement. In the event that agreement is reached by the negotiating teams with less than one (1) month remaining in the school year, the District, wherever possible, shall provide the Association negotiating team space on District aircraft charters to enable the Association to conduct its ratification vote prior to the close of the school year. If a tentative Agreement is reached after the close of the school year, and prior to the beginning of the next school year, the District will provide the Association with forwarding addresses for the employees and the sixty (60) day limit set forth above shall be extended until September 15 to complete the ratification process.

## ***C. Impasse Resolution***

1. Except as otherwise provided below, impasse resolution shall occur as provided in the Public Employment Relations Act.

2. The expenses and fees of any mediator or advisory arbitrator shall be borne equally by the parties.

## ARTICLE 8 -- GENERAL WORKING CONDITIONS

### ***A. Lateral Transfer Of Employees***

Any permanent, non-probationary employee, may be laterally transferred within the site, the District, or to the Central Office, at the discretion of the Instructional Leader for within site transfers, or at the discretion of the Superintendent or his/her designee for within District or Central Office transfers, to fill a vacant position if the position is equivalent to that currently held by the employee. A lateral transfer of an employee that is not within site shall require the consent of the employee.

A vacancy created as a result of the lateral transfer shall be advertised in accordance with the provisions set forth in this agreement.

### ***B. Layoff and Recall***

Permanent employees and long-term substitute appointees, may be laid off if necessary by reason of shortage of funds or work, or abolition of a position. The order of layoffs among permanent employees shall be determined by seniority and personnel file documented performance. The determination shall not be arbitrary or capricious. No permanent employee shall be laid off while there are probationary, interim, temporary, or substitute employees performing the same or similar work, of if other positions, for which they are qualified, are available. Preference for reemployment to a position for which the laid off permanent employee is qualified shall continue for one year from the date the permanent employee is laid off. If the permanent employee is offered such reemployment, he/she may decline, except that the second such refusal shall effect automatic resignation. If not reemployed within this time, the employee shall be considered to have terminated without prejudice.

Written notice of reasons for the layoff and the effective date shall be given to the employee at least three (3) weeks in advance of the effective date.

A permanent employee laid off pursuant to this section shall receive five (5) days of severance pay at his/her regular rate of pay.

No loss of earned leave or other earned benefits shall occur during the one year preference for reemployment period.

Seniority shall be determined by the employee's total uninterrupted service in the District. Leaves without pay and summer vacation periods for less than 12 month employees do not constitute a break in service.

## ***C. District Housing***

A classified employee who is the spouse of a certificated teacher and living in designated teacher housing, shall not pay any rental fee provided the certificated person is paying the full base rent as provided for in the Negotiated Agreement between the District and the Lower Yukon Education Association.

## ***D. Relief Periods***

All full-time employees, whether permanent, temporary, probationary or substitute appointments, shall be allowed one ten (10) minute relief break within every two hour segment of work performed. A part-time employee is also entitled to one ten (10) minute relief break within every two hour segment of work performed. However, if that employee does not perform work in excess to two hours, no relief break is provided.

The timing of the relief breaks are in the discretion of the supervisor.

## ***E. Promotion***

Permanent classified employees may be promoted to fill a vacant position if the position is at a higher range than that currently held by the employee. An employee who is promoted from one range to a higher range will be placed on the new range at the first step that provides at least a three (3) percent increase in the hourly rate.

A vacancy created as a result of the promotion shall be advertised in accordance with the provisions set forth in this agreement.

## ***F. Resignation***

1. An employee who desires to voluntarily terminate his/her employment with the District shall submit a written resignation.

2. The employee shall give the District a minimum of two (2) weeks written notice before leaving his/her employment. An employee shall not be considered to have resigned in good standing if he/she fails to give the requisite two (2) weeks written notice. However, the notice period may be shortened through mutual agreement beforehand between the District and the employee.

3. A copy of the written resignation shall be placed in the employee's personnel file.

## ***G. Personnel Files***

Permanent employee personnel files shall be maintained under the following conditions:

1. The permanent personnel file or any duplicate thereof shall be housed in the office of the Superintendent or his/her designee and shall be open only to the Superintendent or his/her designee(s) and the individual employee or his/her designee(s). The file shall be open to an employee for inspection during normal working hours, upon reasonable notice to the Superintendent, in the presence of the Superintendent or his/her designee. The file shall not be removed from the Central Office.

2. Evaluation forms and other documents pertaining to employee performance shall be placed in the employee's personnel file.

3. Material which is derogatory to an employee regarding that employee's conduct, service, character, or personality shall not be placed in an employee's file until the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature, which does not necessarily indicate agreement with the content of the material.

4. No material in an employee's personnel file shall be removed without the consent of the Superintendent and the employee. Material which is proved to be factually inaccurate through the grievance procedure shall be removed from the personnel file.

5. An employee has the right to respond in writing to any material filed and such response shall be attached to the relevant document and included in the file.

6. A file may be kept by the site Instructional Leader. This file would be limited to documents originating from or directed to the site. An employee shall be entitled to inspect the site file upon reasonable notice to the site Instructional Leader, during normal working hours in the presence of the site Instructional Leader or his/her designee. Upon termination of an employee, the site file shall be destroyed.

7. An employee shall be entitled to a copy of all or a part of his/her permanent personnel file upon request. The employee shall reimburse the District for such copies at the rate of eighteen cents ($0.18) per sheet.

## ***H. Probationary Period***

Upon appointment to a permanent position or upon appointment as a long-term substitute, an employee shall be subject to an initial probationary period not to exceed sixty (60) work days, not including days on paid or unpaid leave. The official probationary period shall begin on the employee’s first day of work. At the conclusion of the probationary period, the employee shall be evaluated by the supervisor.

A probationary employee with an overall approved performance evaluation of less than "Average/Effective Performance" shall be terminated, except that at the discretion of the supervisor, the employee may be granted an extended probationary period not to exceed one (1) month. If, at the end of that extended probationary period the employee's performance has not reached the "Average/Effective Performance" rating, the employee shall be terminated.

## ***I. Dismissal Of Probationary Employees***

Probationary employees may be dismissed at any time during the probationary period at the discretion of the Superintendent or his/her designee for any cause deemed to be adequate. The employee shall be advised in writing of the reason for the dismissal.

## ***J. Just Cause***

An employee shall not be disciplined without just cause.

## ***K. Summer Work***

Employees desiring summer work positions with the District will submit their names to the Director of Maintenance & Facilities before May 1 of any school year. The District, whenever practical, will fill summer positions from the submitted list, based upon committed availability and qualifications. The District will make reasonable efforts, depending upon the circumstances, to notify those on the submitted list of the summer position(s) to be filled.

If the summer position is the same as or substantially similar to the employee's current job description, the employee will be paid at his/her current rate of pay and the summer position will be considered a continuation of their permanent position. In such a case, eligibility for benefits shall be determined under this Negotiated Agreement based upon hours per week worked in the summer position.

## ***L. Extra Duty Assignment***

Extra-duty assignments voluntarily assumed by employees shall be covered by the procedures/scope/ compensation provisions set forth in Article XIX (Added Duty) of the LYSD/LYEA Negotiated Agreement FY 2007-2009 or any subsequently negotiated article.

## ***M. Performance Evaluation Procedure***

Each permanent employee, or long-term substitute appointment, shall receive a performance evaluation prior to the end of the probationary period of employment. Thereafter, each employee shall be evaluated, annually, during the month of February. Additional evaluations may be done at any time to document the need for improvement.

Each evaluation shall be discussed with the employee. The employee shall have the right to place written comments on the evaluation form and the employee shall receive a copy of the

evaluation. Each evaluation shall be reviewed by the Superintendent's designee and placed in the employee's Personnel File.

Evaluations are confidential and may be reviewed only by authorized personnel and the employee.

## ***N. Advertisement of Positions***

Except for temporary positions and substitute appointments, all position openings shall be advertised in the village where the vacancy occurs for a minimum period of two (2) calendar weeks. Central Office vacancies shall be advertised in all the villages where the District operates a school.

For the purposes of this section, advertisements for classified positions may be published in regional newspapers throughout the State of Alaska. However, other qualifications being equal, preference shall be given to applicants who reside within the geographical boundaries which encompass the District.

A copy of the advertisement shall be filed with the Personnel Director.

## ***O. Reduction in Hours***

If the District reduces the number of hours an employee works per day, or reduces the employee's daily hours on the PAF, the supervisor or site administrator shall meet with the employee to discuss the reasons for the reduction. The meeting shall take place at least two (2) weeks before the reduction in hours occurs. At the employee's request, the reasons shall be put in writing and given to the employee with a copy to the Association. Any reduction in hours shall not be arbitrary or capricious.

## ***P. Protection from Assault and Vandalism***

Any employment related criminal conduct directed against an employee or an employee's family shall be reported by the employee to the Superintendent. The Superintendent may render all reasonable assistance to the employee, including but not limited to, reporting the criminal conduct to law enforcement and other appropriate governmental agencies. Administrative leave may be granted to testify or seek medical attention.

## ***Q. School Calendar***

Local administrators will work with the school staff and the Local Advisory School Board Committees with guidelines established by the Board to establish the school calendar.

## ARTICLE 9 -- EMPLOYEE BENEFITS

### ***A. Medical Insurance***

The District shall provide for each permanent full-time employee and said employee's spouse and children the same medical, eye, audio and dental insurance as set forth in the 2016-2017 and 2017-2018 negotiated agreement between the Lower Yukon School District and the Lower Yukon Education Association, except as follows regarding changes to the deductibles, and the payment of an annual premium by the covered employees. The individual calendar year deductible shall increase from $130 to $200, and the family calendar year deductible shall increase to $370 The increased deductibles shall be retroactive to July 1, 2016 for calendar year 2016. Covered employess shall pay to the District, through monthly payroll deductions, a school year premium of $150 commencing July 1, 2016. A permanent part-time employee and a long-term substitute employee may elect to receive the benefit of medical insurance, however, the District's obligation shall be limited to fifty percent (50%) of the medical plan's monthly costs for employee only. Spouse and child coverage shall be denied for all permanent part-time employees and long-term substitute employees.

If the District's insurance carrier deems a spouse or child not insurable because of the failure of the employee to fulfill any application requirements for such coverage or because of ineligibility for such coverage, the District shall be under no obligation to provide medical, eye, audio and dental insurance for such spouse or child.

If a full-time employee's spouse is also an employee of the District entitled to medical insurance under the provisions of this agreement, and the couple has dependent children, either the employee or his/her spouse shall be provided an insurance policy with dependent coverage for the children only. The other person shall be provided with his or her own policy with no dependent coverage.

Permanent part-time employees hired on or before October 1, 1988, shall not have their benefits reduced by the adoption of this policy.

### ***B. Life Insurance***

The District shall provide $50,000.00 of Term Life and Accidental Death and Dismemberment Insurance for each permanent employee. However, if the District's insurance carrier is not willing to provide that coverage to any employee because of that employee's age, the District shall only be required to provide an amount of Term Life Insurance coverage that the District's insurance carrier is willing to provide for the premium that the District would have paid for that employee under the District's group term life insurance policy.

## ***C. Physical Examinations***

Physical examinations shall be required for all employees upon initial employment. A re-examination shall be required every three (3) years. The District will pay for those physical examinations that are required by law to be taken annually. Each employee of the school district shall obtain a TB test annually in the manner required by law.

## ***D. COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)***

An employee has the option to continue his/her health insurance coverage through the District's group medical insurance carrier if his/her eligibility for such coverage terminates.

The employee shall reimburse the District for medical insurance premiums plus two percent (2%) for administrative costs.

## ***E. Public Employees' Retirement System (PERS)***

All permanent full-time, permanent part-time, and seasonal employees are provided a Public Employees' Retirement System program (PERS) pursuant to A.S. 39.35.010 - .690. Employee contributions are made through regular payroll deduction toward which both the District and the employee must contribute. Participation in the system is mandatory for all eligible employees. Specific questions concerning PERS should be addressed to:

Department of Administration
Public Employee's Retirement System (PERS)
P.O. Box CR
Juneau, Alaska 99811
1-800-821-2251

For purposes of the policy, A.S. 39.35.680(37) "seasonal" refers to an employee who is occupying a position for less than twelve (12) months each year where it is anticipated that the same employee will return to the position when needed.

## ***F. Education***

The District supports an educational assistance program for permanent, full-time employees to enhance improvement upon the performance of their assigned duties.

The guideline shall be as follows:

1. An employee shall complete eight (8) calendar months of employment with the District prior to becoming eligible for such support.

2. An employee may be reimbursed for up to six (6) semester credits each year. The rate of reimbursement shall be equal to that of University of Alaska undergraduate credit tuition, unless the cost of those credits is less than University of Alaska undergraduate credit tuition, in which case, the lesser amount will be paid.

3. Tuition reimbursement shall be made after completion of the course and upon receipt of official transcripts showing the credit earned.

4. The tuition reimbursement shall be limited to courses which are job-related and taken with the prior, written approval of the Supervisor.

5. Once an employee, during his/her employment, successfully earns 12 job related college credits or more, or receives an Associate Degree, he/she may receive the next step on the salary schedule with supervisor and Superintendent's approval.

   If the employee reaches the last step on the schedule, they would then be placed at the next highest salary step even if a range change is necessary, within their job classifications.

## ARTICLE 10 -- LEAVES

### ***A. Personal Leave***

Each permanent full-time employee, who is employed one hundred and seventy-five (175) days or more per school year, shall be entitled to three (3) days of personal leave with full pay during each school year for the purpose of transaction or attending to personal, legal, business, household or family matters that cannot reasonably be concluded outside of working hours. Personal leave may not be utilized on the first or last working days of the school year, or the date immediately before or after the Christmas vacation, without the prior consent of the Superintendent or his/her designee. Unused personal leave may be accrued. However, an employee cannot use more than six (6) such days in any school year. The following items shall apply to the use of personal leave:

1. The supervisor shall be notified as early as possible but no later than twenty-four (24) hours prior to the date personal leave is to begin, except in the case of emergencies.

2. Additionally, the employee may request payment at the same rate for any accrued leave days.

3. In the event the employment of an employee ends, all accrued personal leave days shall be paid at the same rate.

### ***B. Sick Leave***

All permanent full-time employees of the District shall accrue sick leave at the rate of one and one-third (1-1/3) days for each calendar month of actual service. Sick leave accrual from year to year shall be unlimited. The following rules shall apply:

1. An employee may use accrued sick leave due to personal injury or illness without limitation concerning the duration of usage. Elective medical/dental treatment that can be performed during vacations or when school is out for the summer without substantial detriment to the employee shall not be eligible for sick leave.

2. A false statement by an employee regarding sick leave shall be grounds for disciplinary action.

3. In order to be eligible for sick leave an employee must notify his/her supervisor at the earliest possible time. In the event an employee is aware in advance that sick leave benefits will be needed or due, it shall be the duty of the employee to notify her/his supervisor as far in advance as possible in writing of the anticipated time and duration of such sick leave, and the reason for requesting such sick leave (i.e. doctor's appointment).

4. Upon successful completion of the probationary period, a permanent full-time employee's sick leave accrual shall be adjusted retroactively to the initial date of hire. However, during the probationary period, a probationary employee is not entitled to sick leave.

5. There shall be no accrual of sick leave when an employee is on leave without pay status.

6. An employee is not entitled to monetary reimbursement for accumulated sick leave except as set forth in paragraph 7. below

7. An employee shall be eligible to cash out his/her accumulated sick leave at his/her current rate of compensation as follows:

   a. Up to 20 days for sick leave earned as an employee of the District.
   b. After 15 years of consecutive bargaining unit employment in the District.
   c. The employee is eligible for retirement, i.e. the payment of benefits under the PERS defined benefit plan, or has reached the age to begin withdrawing 401(k) benefits without penalty under the PERS defined contribution plan.
   d. The employee resigns from District employment in good standing.

7. An employee utilizing sick leave shall be paid for such time lost, to the extent that he/she has sick leave accrued, at his/her current salary, less the amount of any time-loss payments made to him under the Alaska Worker's Compensation Act.

8. An employee may use up to five (5) days of accrued sick leave per year for death in their immediate family and up to five (5) days of accrued sick leave per year for illness or welfare of their immediate family. Immediate family means an employee's spouse, child, son-in-law, daughter-in-law, brother, sister, parent, mother-in-law, father-in-law, grandparent, grandchild, uncle, aunt, brother-in-law, sister-in-law, cousins or any other member of the immediate household. This leave shall be charged first to sick leave, then to any annual leave, and then to LWOP. This leave is available to permanent and part-time employees. In the case of permanent part-time employees, this leave shall be leave without pay.

## ***C. Paternity Leave***

A permanent male employee, or male long-term substitute employee, may be granted, upon request, five (5) days of paternity leave to be with his spouse immediately prior to, during, or immediately after the time of delivery. Such leave shall be chargeable first to any sick leave, then to personal leave, then to annual leave, and then to leave without pay.

## ***D. Maternity Leave***

Employees shall be eligible for maternity leave commencing and ending on the date recommended by the physician. Maternity leave shall be chargeable first to sick leave, then personal leave, leave without pay, and sick leave bank days as outlined in Section F. Sick Leave

Bank; the remainder shall be leave without pay. At the conclusion of the maternity leave, the employee may elect to take a leave of absence through the end of the present school year and up to the end of the following year. If the employee wishes to return to the District at any time other than the start of a school year or at the semester break of a school year, permission of the Superintendent must be obtained.

## ***E. Adoptive Leave***

Permanent or long-term substitute employee may be granted, upon request, five (5) days of adoptive leave immediately after the time of delivery. Such leave shall be chargeable first to any sick leave, then to personal leave, then to annual leave, and then to leave without pay.

## ***F. Sick Leave Bank***

For purposes of this article, a day shall be based on each employee's PAF. This serves for both contributing and withdrawing.

1. The District will cooperate in the establishment of a voluntary Sick Leave Bank. Any employee is eligible to participate.

2. Each eligible employee will automatically donate one (1) day of his/her sick leave to the Bank on September 30th of each school year, or within thirty (30) days of initial employment, whichever is later. He/She will continue to be a member of the Bank unless he/she withdraws in writing prior to the donation date. If the Bank, at the beginning of the new school year, has a balance of 100 or more days, only newly hired eligible employees will have sick leave days deducted. The membership may donate additional days up to a total equal to three times the number of members. Such voluntary donations must be made before the end of the school year.

3. In the event that the Bank becomes depleted during the school year, each member of the Bank will donate an additional day up to a maximum donation of two (2) days per participating employee. Employees who have no personal sick leave days to donate and employees who are on approved leaves of absence will donate required days on their first day of employment of the next school year.

4. An employee withdrawing from membership in the Bank shall not be refunded any donated days.

5. The total number of days available for withdrawal in any one year will be no more than 125 days.

6. A member will not be able to withdraw days from the Bank until his/her own sick leave, personal leave and annual leave are depleted.

7. After the condition of "6" above is satisfied, the first work day of illness will not be covered by the Bank but shall be charged to leave without pay

8. A member may only withdraw sick leave bank days up to a maximum of fifteen (15) days.

9. Employees withdrawing sick leave days from the Bank will not have to replace those days except as required as a regular contributing member of the Bank.

10. Sick leave days can only be withdrawn from the Bank for the life threatening illness/injury of the individual member, except for maternity leave of up to seven (7) days to leave the village for the birth of the child.

11. Requests for use of Bank days must be accompanied by a letter from the attending physician or health aide acting in consultation with a physician.

12. A Joint Sick Leave Bank Committee composed of two (2) members, one (1) employee appointed by the Association and one (1) person appointed by the Superintendent, shall be established to implement, administer, oversee and approve withdrawals from the Bank. The Committee shall transact its business in writing, by phone or by radio and shall not expend any travel funds or be entitled to per diem unless approved in advance by the Superintendent in writing. The Committee shall inform the Association of available sick leave bank hours upon request.

## ***G. Holidays While on Sick Leave***

If a holiday occurs when a person is on approved sick leave that day will be compensated as holiday pay and not as sick leave.

## ***H. Holiday Pay***

Only permanent employees working fifteen (15) or more hours per week shall be granted the following paid holidays:

Independence Day
Labor Day
Thanksgiving Day and the day following
Christmas Day
New Year's Day
Memorial Day

In order to be eligible for holiday pay, an employee shall be required to be on pay status the work day preceding and the work day following the holiday, except during the periods when school/offices are closed, i.e., Christmas. Pay status shall be defined as approved leave with pay,

or time on the job equivalent to no less than fifty percent (50%) of the employee's normal work day.

If an employee is directed by his supervisor to work on a holiday, the employee shall be compensated at two (2) times the regular rate of pay.

When a holiday falls on a Saturday, the preceding Friday shall be designated the holiday. When a holiday falls on a Sunday, the following Monday shall be designated the holiday.

## ***I. Annual Leave***

Permanent full-time employees who are assigned to work ten and one-half (10-1/2) months or more shall accrue annual leave commencing from the first day of work to the anniversary date at the following rates:

| Year of Employment Within the District | Hours of Annual Leave Accumulated Each Hour Worked |
|---|---|
| 1st year | .0775 |
| 2nd year | .0775 |
| 3rd year | .0806 |
| 4th year | .0837 |
| 5th year | .0868 |
| 6th year | .0899 |
| 7th year or greater | .0930 |

If an employee terminates with the District and returns, the employee will begin to accrue annual leave as a first year employee.

Annual leave may be taken, with continuous satisfactory service, after the probationary period with supervisor's approval. Annual leave shall accrue retroactive to the first day of work.

Annual leave will be accrued while an employee is on leave status with pay.

An employee, upon written request two weeks prior to the proposed departure date, may be granted annual leave at the discretion of the supervisor. However, such leave request shall be denied for periods when the employee's services are critical to the operation of the District.

Annual leave may be accumulated to a maximum of thirty (30) days. All annual leave in excess of the thirty (30) day maximum will be paid off at the end of the fiscal year in which the accumulated days exceed the maximum.

Annual leave shall be paid at the per diem salary of the year in which it is earned.

## ***J. Military Leave***

An employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or efficiency rating on all days during which the employee is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one-half (16-1/2) working days in any twelve (12) month period.

If an employee is called to active duty by the governor, an employee otherwise qualified under this section is entitled to five days leave of absence without loss of pay, time, or efficiency rating.

A member of a reserve component of the United States Armed Forces who is ordered to duty by proper authority shall, when relieved from duty, be restored to the position the employee held when ordered to duty.

Payment of any salary or stipend received by the employee from the U. S. Armed Forces or Alaska National Guard shall be made immediately to the District upon return from the military leave or immediately after receipt of said salary or stipend if receipt follows the leave. The amount due the District will be verified by a copy of the check or cash receipt.

As an option to payment of any salary or stipend received from the U.S. Armed Forces or Alaska National Guard to the District, the employee may elect to use any accumulated annual leave or if that is exhausted, take leave without pay. Either of the options must be selected at the time of request for military leave.

## ***K. Court Leave***

A permanent employee or a long-term substitute appointment, who is called to serve as a juror or is subpoenaed as a witness by a court of competent jurisdiction, shall be entitled to court leave with pay, less any compensation received other than transportation and per diem.

Court leaves shall be supported by written documents such as a subpoena, marshal's statement of attendance, and statement of compensation for services, per diem, and travel.

The employee shall turn over to the District all moneys received from the court as compensation (except per diem and travel), and in turn shall be paid their current salary while on court leave.

Court leave does not apply to an employee who must attend court as a party to the litigation.

## ***L. Travel Delay***

When an employee on District authorized business is delayed by transportation difficulties beyond his/her control, time absent from the job will be charged to administrative leave. When an employee is not on District business but cannot report to work because of transportation difficulties beyond his/her control, no disciplinary action may be taken by the District. The employee shall be required to use any applicable paid leave for the absence.

## ***M. Extended Leave Without Pay Policy (To Pursue Post-Secondary Education)***

The District may grant extended leave without pay status to employees for the purpose of enrolling in a post-secondary institution approved by the Alaska Post-Secondary Commission.

The following criteria shall be considered in granting such leave:

1. The employee shall be employed in a permanent, full-time status with satisfactory to commendable evaluations on file and have provided the District a minimum of three (3) consecutive years of employment.

2. The duration of the leave shall be for period of not to exceed one (1) school year. Providing the employee has met all the criteria of the leave, a second year may be granted at the discretion of the District.

3. Such leave shall be requested in writing to the Superintendent, as far in advance of the proposed date of departure as possible.

4. If appropriate, the employee shall be considered for a vacant certified position (related endorsement) in any one of the Lower Yukon School District sites. In the event that a certified position (related endorsement) does not exist, the employee shall be given priority for a vacant teacher aide position.

5. The District shall give similarly qualified former employees preference over others for student teaching opportunities within one of the schools.

6. Employees appointed to extended leave status shall be given the opportunity to participate in the District group health insurance plan provided the applicant pays quarterly payments, the equivalence of monthly premiums, as paid for by the District, on behalf of other District employees.

7. The employee's participation in the retirement plan shall be discontinued for the duration of the extended leave.

8. All extended leaves of absence without pay shall be subject to the condition that the Superintendent may terminate the leave at any time, upon written notice to the employee

specifying the date of termination of the leave, if it is determined that the employee is using the leave for purposes other than those specified at the time of approval.

9. If the employee fails to report for duty at the end of the leave of absence, or on the specified termination date if the leave of absence is canceled, he/she shall be presumed to have resigned voluntarily.

## ***N. Leave Without Pay***

A permanent employee or a long-term substitute employee may be granted leave without pay not to exceed five (5) work days per school year provided all other applicable paid leaves have been depleted. However, for subsistence purposes up to an additional five (5) days may be granted. Such leave may be granted at the discretion of the Supervisor after considering the circumstances involved and the needs of the District.

## ***O. Extended Leave Without Pay Policy***

In addition to leaves required by the Alaska Federal Family Leave Act, the District may grant extended leave without pay status to permanent employees. Each request for such leave will be considered in light of the circumstances involved and in regard to the needs of the District. The following criteria shall be considered in granting such leave:

1. The employee shall be employed in full-time status with satisfactory to commendable evaluations on file and have provided the District a minimum of three (3) consecutive years of employment.

2. The duration of the leave shall be for a period not to exceed one (1) year.

3. Such leave will not be granted for the purpose of accepting other temporary employment or court-related appearances or sentencing.

4. The request for such leave shall be in writing to the Superintendent, as far in advance of the proposed date of departure as possible

5. The employee shall assume his/her former position upon return.

6. If an employee fails to return to work on the agreed upon date for any reason without prearranged written approval of the Superintendent, he/she shall be considered having voluntarily resigned.

7. The District may provide a substitute appointment for the permanent employee on approved extended leave.

8. Employees appointed to extended leave status shall be offered the opportunity to participate in the District group health and life insurance plan provided the employee pays

monthly payments, the equivalence of monthly premiums, as paid for by the District, on behalf of other District employees.

9. The employee's participation in the retirement plan shall be discontinued for the duration of the extended leave.

10. The District shall reserve the right to limit the number of people who may be on extended leave status each school year. Furthermore, the District shall consider peak seasons, such as summer months to accomplish maintenance projects, in making the decision to either grant or deny requests for extended leave.

11. All extended leaves of absence without pay shall be subject to the condition that the superintendent may terminate the leave at any time, upon prior written notice to the employee specifying the date of termination of the leave, if it is determined that the employee is using the leave for purposes other than those specified at the time of approval.

12. Extended leave without pay shall only be granted once during a three (3) year period, except for extenuating medical circumstances.

## ***P.*** ***Association Leave***

1. The Association shall be entitled to thirty (30) days of paid Association leave. In addition, the Association may purchase an additional ten (10) days of paid leave at the rate of a substitute's salary, whether a substitute is used or not.

2. Two (2) members of the Association's negotiating team shall receive administrative leave for negotiation sessions, including reasonable travel time. In addition, the Association may purchase an additional fifteen (15) days of paid leave for negotiations or related activity. The cost to the Association shall equal the per diem rate of substitutes for any such days used.

3. Twenty-Four (24) hours prior notice will be given to the Instructional Leader if such association leave is to be utilized. If such notice is not given by the President of the Association or his/her designee in writing, the President or his/her designee shall, in writing, certify the authorization of the use of such leave upon notification by the Superintendent or his/her designee of such use.

## ARTICLE 11 -- GRIEVANCE PROCEDURES

### ***A. Definitions***

1. A "Grievance" shall mean a dispute concerning the interpretation or application of this Agreement.

2. A "Grievant" shall be defined as an employee, employees or the Association.

3. A "Respondent" is a person or persons required to hear and respond to a grievance.

4. A "Day" is a calendar day excluding legal holidays.

5. A "Responsible Supervisor" is the Instructional Leader, Central Office administrator, or the Superintendent who is responsible for the alleged act or omission giving rise to the grievance.

### ***B. Purpose***

The purpose of the grievance procedure is to resolve equitably at the lowest possible administrative level, an allegation that a provision of the Agreement has been violated.

### ***C. General Conditions***

1. A written grievance shall contain the name(s) and position(s) of the grievant(s), a statement of the grievance, the issue(s) involved, the relief(s) sought, the date(s) of the alleged violation(s) or incident(s), the specific section(s) of the Agreement alleged to have been violated, and the signature(s) of the grievant(s) and date. Forms for the purpose of filing and appealing grievances are attached as Attachment 1.

2. Inasmuch as it is desirable that grievances be resolved as quickly as possible, the number of days indicated at each level should be considered as maximum. However, deadlines may be extended by mutual written agreement of the grievant and respondent. Such mutual agreement may be verbal with the requesting party confirming the agreement in writing. No request for deadline extension will be unreasonably denied.

3. In the event a grievance is filed which might not be resolved within the time schedule established for grievance procedures before the end of the school year and the act could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

4. Beyond Level One, a record of each hearing shall be kept.

5. All documents and information related to a grievance being processed shall be equally available to each party.

6. No document pertaining to a grievance shall be placed in a person's Personnel (201) File unless required by the final decision. If a document already in a Personnel File later becomes part of a grievance, removal of that document from the file shall not be required.

7. Beyond Level One, the grievant and/or respondent may be represented and may present evidence, and examine and cross-examine witnesses.

8. If it is necessary for a grievant or Association representative(s) to attend a hearing during the working day, the Superintendent shall grant administrative leave for the purpose of attending the hearing.

9. No reprisals shall be taken against any person for participation in the grievance process.

10. If the Level One time limit is exceeded by the grievant, the grievance will have been waived. If Level Two, Three and Four time limits are exceeded by the grievant, the grievance will also have been waived unless the failure to comply with any such time limit is the result of factors beyond the Association's control. If a time limit is exceeded by the respondent the grievant may proceed to the next level of the procedure.

11. Grievance hearings shall be held at the place of the grievance origin, unless otherwise mutually agreed to by the grievant and respondent.

12. The fees and expenses of the arbitrator shall be borne by the losing party.

13. Separate grievances which have substantially similar claims and defenses may be merged at Level Four. If there is a dispute between the parties as to whether or not two or more grievances have substantially similar claims and defense, the arbitrator shall determine whether or not to hear the grievances individually or combined.

14. A grievance designating the Superintendent as the responsible supervisor shall proceed from Level One directly to Level Three.

15. A grievance involving housing rent disputes shall be initiated at Level One with the Director of Personnel.

16. A grievant shall attempt to identify the responsible supervisor prior to initiating a grievance; if, however, it is unclear as to who the responsible supervisor is the grievance may be initiated with the Instructional Leader and shall proceed as specified in Section D, E, F, and G of this Article.

## ***D. Level One: Informal Meeting***

1. A grievance shall be initiated with an informal meeting between the responsible supervisor and the grievant or in the case of multi-employee grievance between the responsible supervisor and an Association representative.

2. Such meeting(s) shall take place within thirty (30) days after the employee knew or should have known of the cause of the grievance.

3. In the event that the grievant is not located in the same community as the responsible supervisor a letter mailed or an e-mailed or a faxed letter by the grievant within thirty (30) days after the grievance shall be in lieu of the initiation of the informal meeting and a written response from the responsible supervisor shall be mailed within seven (7) days after receipt of said letter, e-mail, or fax.

4. If not satisfied at Level One, the grievant shall submit the grievance to the Association for evaluation. The Association must represent all grievants processing grievances beyond Level One.

## ***E. Level Two***

If the grievance is not settled at the Level One meeting, the Association shall have fourteen (14) days to file a written grievance with the responsible supervisor. The supervisor shall further investigate the grievance and if deemed necessary, hold a Level Two hearing, but in either case must submit his/her decision to the Association in writing within fifteen (15) days after receiving the written grievance.

## ***F. Level Three***

If the grievance is not settled at Level Two, the Association may appeal the written grievance to the Superintendent within fourteen (14) days from receipt of the Level Two decision. The Superintendent, or his/her designee, shall hold a hearing within fourteen (14) days of receipt of the appeal. Within ten (10) days thereafter he/she shall notify the Association in writing of his/her decision on the grievance. The Superintendent, or his/her designee, shall provide no less than forty-eight (48) hours verbal or written notice of the hearing time and place to the Association representative. Renotification shall not be required if the start of the hearing is delayed by weather or travel difficulties. However, renotification shall be required if the hearing is canceled and a new hearing is scheduled.

## ***G. Level Four***

1. The Association may process the grievance to arbitration by notifying the Superintendent within twenty-one (21) days after receipt of the Level Three decision.

2. Within seven (7) days of receipt of the arbitration request, the District and the Association shall attempt to select a mutually agreeable Arbitrator.

3. If the District and Association are unable to agree on an Arbitrator within seven (7) days, the selection of the Arbitrator shall be in accordance with the procedures of the American Arbitration Association. The arbitrator shall schedule a hearing on the grievance and after hearing such evidence as the parties desire to present, shall render a written decision. The arbitrator shall not modify, add to, or delete from the express terms of this Agreement. The decision of the arbitrator shall be binding upon the parties. The arbitration shall be conducted according to the rules and procedures of the American Arbitration Association.

## ARTICLE 12 -- SALARY & CLASSIFICATION

### ***A. Overtime***

All hours of work performed by an employee on any Sunday through the following Saturday, whether scheduled or not, shall be included in the same work week. Hours worked in excess of eight (8) hours per day or forty (40) hours in the same work week by an employee shall be considered overtime hours for compensation purposes. All classified employees are eligible for overtime compensation, except–classified employees covered by the Administrative Salary Schedule. Overtime hours shall be by prior approval of an employee's supervisor, except in emergency situations. Employees working overtime hours in a non-emergency situation without prior approval of the employees' supervisor will not be paid for those hours.

An employee shall be compensated for such overtime hours at one and one-half (1-1/2) times the regular hourly rate of pay. Overtime compensation shall be included on the regular monthly paycheck.

Compensatory time may be used, upon mutual agreement between the employee and the supervisor, on an hour-and-one-half (1-1/2) for hour basis.

### ***B. Qualified Applicants***

1. Qualified hourly applicants hired for permanent part-time and permanent full-time positions may be credited five (5) years of service for their starting salary pay with supervisor's and Superintendent's approval based on the following requirements:

    a. Verified employment and/or personal reference(s)
    b. History of employment/job related
    c. Training/job related
    d. Number of years of education/job related

2. Qualified contracted applicants hired for permanent full-time positions may be credited three (3) years of service for their starting salary pay with supervisor's and Superintendent's approval based on the following requirements:

    a. Verified employment and/or personal reference(s)
    b. History of employment/job related
    c. Training/job related
    d. Number of years of education/job related

## ***C. Job Classification***

| | |
|---|---|
| For Central Office Use Only: | |
| Executive Secretary | Range G-H-I |
| Accounting Technician I | Range M |
| Accounting Technician | Range L |
| Accounts Clerk II & III | Range G-H |
| Accounts Clerk I | Range G |
| Accounts Clerk Trainee | Range E |
| Senior Accounts Clerk | Range J |
| For Office Staff: | |
| Secretary | Range E-F |
| Receptionist | Range E |
| Clerk Typist | Range E |
| Typist | Range D |
| For Custodial Use: | |
| Custodian/Maintenance | Range G-H |
| Custodian | Range D-E |
| Custodian Helper | Range D |
| Student Custodian Aide | Range A |
| Substitute Custodian | Range E (Step "0") |
| For Maintenance Use: | |
| Maintenance II (7+ years experience) | Range K |
| Maintenance I (7 or less years) | Range G-I |
| Custodian/Maintenance | Range G-H |
| Substitute Maintenance | Range E (Step "0") |

Promotion to next range will occur only if there is an advertised vacancy in that range. Work performance must be a factor to be eligible for promotion to that range.

| | |
|---|---|
| Skilled Laborer (Carpenters, electricians, plumbers, diesel mechanics) | Range I-K |
| Semi-Skilled Laborer | Range G |
| Laborer | Range D-E |

*NOTE: Experience for above:
*Able to demonstrate specialized skill to the satisfaction of the District Maintenance Director.

For Food Service Personnel Use:

| | |
|---|---|
| Cook III (14+ years experience as a Cook) | Range I |
| Cook II (7+ years experience as a Cook) | Range G |
| Cook I (7 or less years experience as a Cook) | Range E-F |
| Substitute Cook | Range E (Step “0”) |
| Food Service Worker | Range E |
| Substitute Food Service Worker | Range E (Step “0”) |

Promotion to next range will occur only if there is an advertised vacancy in that Range. Work performance must be a factor to be eligible for promotion to that range.

Home School Coordinator — Range E

Instructional Aide I — Range E

High school diploma or GED plus passage of HELP test; demonstrated successful experience working with young people in school setting desirable; bilingual in Yup'ik and English is preferred; ability to live and work in a cross-cultural, rural Alaskan environment; ability to carry out successfully the duties described.

Instructional Aide II — Range F

High school diploma or GED plus passage of HELP test; demonstrated successful experience working with young people in school setting desirable; fifteen (15) semester hours of college or university credit required; bilingual in Yup'ik and English is preferred; ability to live and work in a cross-cultural, rural Alaskan environment; ability to carry out successfully the duties described.

Instructional Aide III — Range G

High school diploma or GED plus passage of HELP test; demonstrated successful experience working with young people in school setting desirable; thirty (30) semester hours of college or university credit required; bilingual in Yup'ik and English is preferred; ability to live and work in a cross-cultural, rural Alaskan environment; ability to carry out successfully the duties described.

Instructional Aide IV — Range H

High school diploma or GED; demonstrated

successful experience working with young people in school setting desirable; forty-eight (48) semester hours of college or university credit required; bilingual in Yup'ik and English is preferred; ability to live and work in a cross-cultural, rural Alaskan environment; ability to carry out successfully the duties described.

Associate Teacher I — Range I

High School Diploma or GED; fluent in Yup'ik and English preferred; literacy in English; literacy in Yup'ik preferred; sixty (60) semester hours of college or university credit or Associate Degree required; willingness to participate in training programs as required; ability to work with students in a school setting; ability to carry out instructional activities with minimum of direct supervision; at least one year demonstrated successful experience as a Teacher Aide preferred; ability to live and work in a cross-cultural, rural Alaskan environment; ability to carry out successfully the duties described.

Associate Teacher II — Range J

High School Diploma or GED; fluent in Yup'ik and English preferred; literacy in English; literacy in Yup'ik preferred; seventy-five (75) semester hours of college or university credit or Associate Degree required; willingness to participate in training programs as required; ability to work with students in a school setting; ability to carry out instructional activities with minimum of direct supervision; at least one year demonstrated successful experience as a Teacher Aide preferred; ability to live and work in a cross-cultural, rural Alaskan environment; ability to carry out successfully the duties described.

Associate Teacher III — Range K

High School Diploma or GED; fluent in Yup'ik and English preferred; literacy in English; literacy in Yup'ik preferred; ninety (90) semester hours of college or university credit or Associate Degree required; willingness to participate in training programs as required; ability to work with

students in a school setting; ability to carry out instructional activities with minimum of direct supervision; at least one year demonstrated successful experience as a Teacher Aide preferred; ability to live and work in a cross-cultural, rural Alaskan environment; ability to carry out successfully the duties described.

**Information/Education Technology**

| | | |
|---|---|---|
| **Level V** | **(12+ Years Experience + BA)** | **Range M – N** |
| **Level IV** | **(12+ Years Experience + AA)** | **Range L – M** |
| **Level III** | **(12+ Years Experience)** | **Range I – J** |
| **Level II** | **(7+ Years Experience)** | **Range G – H** |
| **Level I** | **(7 or less Years Experience)** | **Range E – F** |

**Information/Education Technology**

| | |
|---|---|
| **<u>Level I</u>**<br>High school diploma or GED demonstrated successful experience working with technology in a school setting, desirable; bilingual in Yup'ik and English is preferred; ability to live and work in a cross-<br>Cultural, rural Alaskan environment; ability to carry<br>out successfully the duties described. | **Range E – F** |
| **<u>Level II</u>**<br>High school diploma or GED demonstrated successful<br>experience working with technology in a school setting<br>desirable; fifteen (15) semester hours of college or university credit ; bilingual in Yup'ik and English is<br>preferred; ability to live and work in a cross-cultural,<br>rural Alaskan environment; ability to carry out successfully the duties described. | **Range G – H** |
| **<u>Level III</u>**<br>High school diploma or GED demonstrated successful | |

| | |
|---|---|
| experience working with technology in a school setting<br>desirable; thirty (30) semester hours of college or university credit; bilingual in Yup'ik and English is<br>preferred; ability to live and work in a cross-cultural,<br>rural Alaskan environment; ability to carry out successfully the duties described. | **Range I – J** |
| **<u>Level IV</u>**<br>High school diploma or GED demonstrated successful<br>experience working with technology in a school setting<br>desirable; sixty (60) semester hours of college or university credit required; bilingual in Yup'ik and English is<br>preferred; ability to live and work in a cross-cultural,<br>rural Alaskan environment; ability to carry out successfully the duties described. | **Range L – M** |
| **<u>Level V</u>**<br>High school or GED; fluent in Yup'ik and English<br>preferred; literacy in English; literacy in Yup'ik preferred;<br>one hundred twenty (120) semester hours of college<br>or university credit or Bachelor's Degree required; willingness to participate in training programs as required; ability to work with students in a school setting;<br>ability to carry out Staff Training activities with minimum<br>of direct supervision; ability to live and work in a cross-<br>cultural, rural Alaskan environment; ability to carry<br>out successfully the duties described. | **Range M – N** |

Range placement for new positions shall be determined by the District upon approval of a job description.

## ***D. Salary Schedule***

Annual salary step increases shall be provided to permanent employees who qualify as set forth below:

1. Employee shall receive at least a satisfactory rating on the performance evaluation.
2. Employee shall have worked at least 140 days during the previous year. Leave without pay days, whether approved or disapproved, will not satisfy the 140 day requirement of this rule. Beginning July 1, 2006, the 140 days shall include days on paid status during the probationary period.

2016-2017

| Range | STEP 0 | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 | STEP 11 | STEP 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | 8.98 | 9.23 | 9.53 | 9.78 | | | | | | | | | |
| B | 13.80 | 14.42 | 15.06 | 15.73 | 16.32 | 16.95 | 17.61 | 18.29 | 19.00 | 19.72 | 20.31 | 20.92 | 21.54 |
| C | 15.17 | 15.82 | 16.43 | 17.10 | 17.70 | 18.32 | 19.00 | 19.69 | 20.43 | 21.15 | 21.78 | 22.43 | 23.11 |
| D | 16.53 | 17.17 | 17.87 | 18.45 | 19.07 | 19.71 | 20.38 | 21.06 | 21.76 | 22.48 | 23.15 | 23.84 | 24.56 |
| E | 17.94 | 18.56 | 19.23 | 19.87 | 20.48 | 21.10 | 21.78 | 22.49 | 23.25 | 23.95 | 24.67 | 25.41 | 26.17 |
| F | 19.31 | 19.51 | 20.62 | 21.24 | 21.87 | 22.49 | 23.12 | 23.75 | 24.45 | 25.17 | 25.92 | 26.69 | 27.50 |
| G | 20.67 | 21.33 | 21.96 | 22.61 | 23.24 | 23.85 | 24.53 | 25.21 | 25.94 | 26.65 | 27.45 | 28.27 | 29.13 |
| H | 22.05 | 22.66 | 23.36 | 23.98 | 24.61 | 25.21 | 25.92 | 26.64 | 27.37 | 28.11 | 28.95 | 29.82 | 30.72 |
| I | 23.44 | 24.06 | 24.66 | 25.38 | 25.99 | 26.63 | 27.29 | 27.90 | 28.66 | 29.40 | 30.28 | 31.18 | 32.12 |
| J | 24.85 | 25.45 | 26.12 | 26.71 | 27.39 | 27.99 | 28.65 | 29.29 | 30.03 | 30.75 | 31.68 | 32.63 | 33.61 |
| K | 26.20 | 26.81 | 27.48 | 28.14 | 28.73 | 29.40 | 30.04 | 30.73 | 31.47 | 32.17 | 33.13 | 34.13 | 35.15 |
| L | 27.56 | 28.22 | 28.84 | 29.50 | 30.11 | 30.74 | 31.41 | 32.06 | 32.78 | 33.50 | 34.51 | 35.54 | 36.61 |
| M | 28.99 | 29.57 | 30.20 | 30.86 | 31.50 | 32.14 | 32.81 | 33.49 | 34.22 | 34.92 | 35.97 | 37.05 | 38.15 |
| N | 30.37 | 30.97 | 32.26 | 32.42 | 32.92 | 33.52 | 34.15 | 34.82 | 35.54 | 36.27 | 37.37 | 38.48 | 39.64 |

2016-2017 Certified Recognized Language Expert

| | |
|---|---|
| 1 | 38,044 |
| 2 | 40,516 |
| 3 | 42,990 |
| 4 | 45,386 |
| 5 | 47,934 |

2017-2018

| Range | STEP 0 | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 | STEP 11 | STEP 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | 9.11 | 9.37 | 9.67 | 9.93 | | | | | | | | | |
| B | 14.01 | 14.64 | 15.29 | 15.97 | 16.56 | 17.20 | 17.87 | 18.56 | 19.29 | 20.02 | 20.61 | 21.23 | 21.86 |
| C | 15.40 | 16.06 | 16.68 | 17.36 | 17.97 | 18.59 | 19.29 | 19.99 | 20.74 | 21.47 | 22.11 | 22.77 | 23.46 |
| D | 16.78 | 17.43 | 18.14 | 18.73 | 19.36 | 20.01 | 20.69 | 21.38 | 22.09 | 22.82 | 23.50 | 24.20 | 24.93 |
| E | 18.21 | 18.84 | 19.52 | 20.17 | 20.79 | 21.42 | 22.11 | 22.83 | 23.60 | 24.31 | 25.04 | 25.79 | 26.56 |
| F | 19.60 | 19.80 | 20.93 | 21.56 | 22.20 | 22.83 | 23.47 | 24.11 | 24.82 | 25.55 | 26.31 | 27.09 | 27.91 |
| G | 20.98 | 21.65 | 22.29 | 22.95 | 23.59 | 24.21 | 24.90 | 25.59 | 26.33 | 27.05 | 27.86 | 28.69 | 29.57 |
| H | 22.38 | 23.00 | 23.71 | 24.34 | 24.98 | 25.59 | 26.31 | 27.04 | 27.78 | 28.53 | 29.38 | 30.27 | 31.18 |
| I | 23.79 | 24.42 | 25.03 | 25.76 | 26.38 | 27.03 | 27.70 | 28.32 | 29.09 | 29.84 | 30.73 | 31.65 | 32.60 |
| J | 25.22 | 25.83 | 26.51 | 27.11 | 27.80 | 28.41 | 29.08 | 29.73 | 30.48 | 31.21 | 32.16 | 33.12 | 34.11 |
| K | 26.59 | 27.21 | 27.89 | 28.56 | 29.16 | 29.84 | 30.49 | 31.19 | 31.94 | 32.65 | 33.63 | 34.64 | 35.68 |
| L | 27.97 | 28.64 | 29.27 | 29.94 | 30.56 | 31.20 | 31.88 | 32.54 | 33.27 | 34.00 | 35.03 | 36.07 | 37.16 |
| M | 29.42 | 30.01 | 30.65 | 31.32 | 31.97 | 32.62 | 33.30 | 33.99 | 34.73 | 35.44 | 36.51 | 37.61 | 38.72 |
| N | 30.83 | 31.43 | 32.74 | 32.91 | 33.41 | 34.02 | 34.66 | 35.34 | 36.07 | 36.81 | 37.93 | 39.06 | 40.23 |

2017-2018 Certified Recognized Language Expert

| | |
|---|---|
| 1 | 38,615 |
| 2 | 41,124 |
| 3 | 43,635 |
| 4 | 46,067 |
| 5 | 48,653 |

If a bachelor's degree is attained, the Certified Recognized Language Expert shall be placed on the certificated salary schedule found in the negotiated agreement between Lower Yukon Education Association and Lower Yukon School District.

***E.*** ***Call Back***

An employee called back for work after having been off duty for two (2) hours shall be guaranteed a minimum of two (2) hours pay, whether or not the employee actually works two (2) hours.

***F.*** ***Teacher Aides who Substitute***

Teacher Aides who substitute for a classroom teacher shall receive an additional $5.00 per hour when substituting.

## ARTICLE 13 -- PAYROLL

### ***A. Pay Period***

Commencing with the September 15 payroll, the bi-monthly pay period shall be the period between the first (1st) day and fifteenth (15th) day of one month and the sixteenth (16th) day and the last day of the month.

The School Secretary shall provide the employees a copy of the timecard when sent to the Central Office.

### ***B. Pay Checks***

The District shall use the closest regular scheduled flights to deliver paychecks on the 15th and the last working day of the month.

### ***C. Deductions***

All deductions required by law shall be withheld from each employee's payroll check. Other payroll deductions may be provided by the district.

### ***D. Annuities***

The District will make authorized salary withholdings and submit said withholdings to specified annuity contractors within the following guidelines:

1. Any new annuity contractor desiring to do business in the District after the effective date of this Agreement must have a minimum of ten (10) contracts.

2. Withholdings for any employee will be limited to one (1) annuity contract.

3. All contracts must commence no later than October 25 of the year of initiation and only one change per contract year will be accepted.

### ***E. Direct Deposit***

An employee may have his/her pay direct-deposited in a financial institution of his/her choosing. Responsibility for making arrangements with the financial institution shall rest with the employee. An employee may make such an election once each year except that he/she may choose to discontinue the direct-deposits upon giving timely notice to the District Payroll Office.

## ***F.*** ***Salary Withdrawal***

A salary withdrawal shall be granted to an employee who is experiencing a medical emergency and/or death in the immediate family by the Director of Budget and Finance. The District shall deliver the check in a timely manner. The salary withdrawal will be deducted in full from the employee's next pay check.

**LOWER YUKON SCHOOL DISTRICT**
**CLASSIFIED GRIEVANCE FORM**
**LEVEL TWO**

1. Name of grievant:_____

2. Date:_____ 3. Assignment:_____

4. School/Location:_____

5. Statement of Grievance (include dates the alleged violation(s) or incident(s) occurred and specify sections of Agreement allegedly violated):_____
_____
_____
_____
_____

6. Relief sought:_____
_____
_____

_____
Association Representative's Signature

7. Supervisor's Remarks:_____
_____
_____
_____

8. Decision of Supervisor:_____
_____
_____

_____
Supervisor's Signature

_____
Date

**LOWER YUKON SCHOOL DISTRICT**
**CLASSIFIED GRIEVANCE FORM**
**LEVEL THREE**

(Copy of completed Level Two decision, if any, must accompany this form)

1. Name of grievant:_____

2. Date:_____ 3. Assignment:_____

4. School/Location:_____

5. Unresolved Nature of Grievance (include dates the alleged violation(s) or incident(s) occurred and specify sections of Agreement allegedly violated):_____
_____
_____
_____
_____

6. Relief sought:_____
_____
_____

_____
Association Representative's Signature

7. Supervisor's Remarks:_____
_____
_____
_____

8. Decision of Supervisor:_____
_____
_____

_____
Supervisor's Signature

_____
Date

**LOWER YUKON SCHOOL DISTRICT**
**CLASSIFIED GRIEVANCE FORM**
**LEVEL FOUR – REQUEST FOR ARBITRATION**

(Copy of completed Level Two AND Three forms must accompany this form. However, a grievance designating the Superintendent as the responsible supervisor does not require a Level Two decision to be attached.)

1. Name of grievant:_____

2. Date:_____ 3. Assignment:_____

4. School/Location:_____

5. Unresolved Nature of Grievance (include dates the alleged violation(s) or incident(s) occurred and specify sections of Agreement allegedly violated):_____
_____
_____
_____
_____

6. Relief sought:_____
_____
_____

_____
Association Representative's Signature

7. Supervisor's Remarks:_____
_____
_____
_____

8. Decision of Supervisor:_____
_____
_____

_____
Supervisor's Signature

_____
Date

ATTACHMENT 1C