Article 1

RECOGNITION

The Sitka School District recognizes SESPA as the exclusive representative of all District educational support personnel in matters relating to their terms and conditions of employment. Educational Support Personnel are defined as including, but not limited to, the following job titles:

Van Driver; Paraprofessional; Special Education Paraprofessional; Building Secretary, IT Technical Assistant; Federal Programs Secretary, High School Accounting Secretary, Maintenance Worker; Ventures Coordinator; Registrar; Sports Coordinator; AmeriCorps Coordinator; Speech Language Pathologist Assistant; Tobacco Program Coordinator; Maintenance Technician; Braille Specialist I & II; Signing Specialist I & II; Carpenter; Boiler Operator; Electrician; School Nurse; Pool Coordinator, 21st Century Coordinator.

For the purposes of this Agreement, SESPA and the District agree that the supervisory positions of Director of Maintenance, Director of Community Schools, and Computer Systems Administrator; All District Office Positions; and the casual positions of Student Aide, Lifeguard, Swim Aide I and II, Ventures Aide, Recreation Counselor, Swim Supervisor, and Community School Building Supervisor will not be considered educational support personnel.
ARTICLE 2

AGREEMENT; PARTIES; TERM

This agreement is entered into between the Sitka School District (DISTRICT) and the Sitka Educational Support Personnel Association/NEA - Alaska (SESPA).

The agreement commences on July 1, 2013, and terminates on June 30, 2016.

Other than when bargaining a successor agreement to the current agreement, opening of negotiations must be by mutual consent of the parties involved. When parties are preparing to negotiate the successor agreement, both parties agree that no more than 20 calendar days will elapse between a request for bargaining to start and the actual start of negotiations. In any event, the two parties agree to meet by November 30 prior to the year of expiration.
ARTICLE 7

HOLIDAYS

The following days shall be recognized as holidays with pay for all permanent and probationary employees who are in pay status before each holiday:

New Year's day - January 1

* Spring Break - 2 Days

Memorial Day - Last Monday in May

Fourth of July - July 4

Labor Day - First Monday in September

Thanksgiving Day - Fourth Thursday in November

- Friday Following Thanksgiving

Christmas Eve Day - December 24

Christmas Day - December 25

New Year's Eve Day - December 31

If the Fourth of July, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day falls on a Saturday or Sunday, the preceding Friday or the following Monday will be holidays.

* Spring Break. Whenever Spring/Easter break occurs 2 of the days will be considered as holidays.

Any other holidays granted by the Board will be paid in accordance with this Article.

Alaska Day and on the day preceding a school holiday the classified personnel's day shall end when all students have vacated the building site exclusive of supervised after school activities. Maintenance personnel's day shall end when Baranof Elementary releases.
ARTICLE 8

SALARY AND BENEFITS

A. Placement on the Salary Schedule

1. Each employee will be paid at the hourly rate indicated on the salary schedule found in Appendix A that is appropriate to the employee’s designated job title and step placement.

   - Annual longevity bonus: Employees with 21 or more years of continued employment will receive an additional $500.00 FY-2014, $625.00 FY-15, $750.00 FY-16 at the end of the school year or fiscal year for 12 month employees.

2. Each employee will be placed on the step of his/her salary according to the following guidelines:

   a. New employees shall be regarded as probationary employees for their first ninety (90) days of actual work.

   b. At the end of 90 workdays of successful employment, as evidenced by the two (2) evaluations indicated in Article 21, the employee will be advanced to Step 1.

   - The Superintendent may place the Electrician/School Nurse on the salary schedule as needed. None are to be placed higher than Column 7 Step 10.

   c. When an employee transfers/bumps to a new job title with a higher pay range, s/he will be placed on the salary schedule at a step agreed upon, but no higher than at the step of their district experience with a maximum of ten (10) years and a minimum of ½ their district experience. Any placement between the minimum and maximum requirement of the above language is solely at the discretion of the superintendent and is/are not subject to grievance rights.

   If the employee has moved to a different title with a lower pay range on (1) a voluntary basis or (2) an involuntary basis due to job performance reasons, s/he will be placed at the same step as the previous position, with a lower rate of pay.

   If the employee has moved to a different title with a lower pay range on an involuntary basis due to elimination of position, s/he will be placed at the step closest to, but not more than, the pay in the higher range.

   In the event that the District assigns or directs an employee to perform duties regularly performed by an employee with a classification having a higher rate of pay, the assigned employee shall be paid at the higher rate of classification when the job is performed more than three (3) consecutive days.

   d. Break in Service
When an employee is rehired by the District within 2 years, the District may opt to place them on the salary schedule at a step agreed upon, but no higher than at the step of their district experience with a maximum of ten (10) years and a minimum of ½ their district experience. Any placement between the minimum and maximum requirement of the above language is solely at the discretion of the superintendent and is/are not subject to grievance rights. If a certified District Employee moves into the classified unit, the district may move them to the step of their district experience.

e. Thereafter, on each July 1st the employee will be advanced to the next higher step in which s/he is placed.

• For the 2010-2011 2013-2014 school year, the 2009-2010 base salary schedule will be adjusted by 2.25%-2% per cell. Step 12 will be added using the following formula: Step 10 + 40% of the difference between steps 10 and 15.

• For the 2011-2012 2014-2015 school year, the 2010-2011 2012-2013 base salary schedule will be adjusted by 2.5% 2% per cell. Step 16 will be added using the following formula: Step 15 + 20% of the difference between steps 15 and 20.

• For the 2012-2013 2015-2016 school year, the 2011-2012 2014-2015 base salary schedule will be adjusted by 2.5% 2% per cell. Step 18 will be added using the following formula: Step 16 + 35% of the difference between steps 15 and 20.

B. Health Insurance

The DISTRICT will provide health insurance coverage for each full-time employee working 32.5 or more hours per week. Placement for coverage will be according to the lowest applicable dependent family status. However, nothing shall be construed as prohibiting the movement of employees to a higher or lower classification as family status changes. Employees whose family status increases will be allowed to move to a higher cost classification without penalty and employees whose family status decreases must move to coverage commensurate with their changed family status.

Coverage under this section is that level of benefits comparable to those provided during the 1996-97 school year. Before the DISTRICT makes any significant change in benefits, the proposed change will be submitted for review by a seven (7) member committee comprised of two (2) SEA members, two (2) SESP members, two (2) District administrators, and one (1) or more administrators mutually agreed upon by the six (6) other members. The committee’s review will occur in a timely manner. Its recommendation, if any, will be considered by the DISTRICT when a decision is made regarding the proposed change. The committee may also meet from time to time and make recommendations concerning health insurance issues.

• The District shall pay 100% of baseline premium costs. The baseline is defined as the premium as of December 6, 2006.
Health Insurance premium cost increases shall be shared on a 20%/80% 5%/95% basis between the employee and the District.

The DISTRICT will not pay the insurance premium for a spouse or dependent if the spouse or dependent is employed by the District and is eligible to receive this benefit.

The Board herewith agrees to continue its program of term life insurance of fifty thousand dollars ($50,000.00) per covered member, with an equivalent amount available in the event of accidental death or dismemberment. Other family members may be added at the employee’s expense.

Health and life insurance coverage will be provided for same sex partners of employees and those partners’ dependents upon submission of appropriate documentation that a partner is the equivalent of an employee’s spouse, to the same extent that coverage is provided for the spouses of employees and the dependents of those spouses.

C. Part-time employees: Part-time employees working at least 20 hours per week will be eligible to enroll in the District’s group health plan. Insurance premium paid by the employee will be prorated to % of hours worked in their job classification. Part-time employees may choose to opt out of the health plan.

D. Work-Related Injuries

Worker’s Compensation will be paid, subject to the following conditions and procedures:

The classified employee must be unable to perform assigned duties as a result of an injury arising out of and in the course of employment with the District.

The classified employee must qualify for Workers’ Compensation benefits.

1. Upon notification to either party that Workers’ Compensation benefits are payable, the classified employee’s absence will be charged to accumulated sick leave as provided below. After sick leave has been exhausted, vacation or term leave may be used. The first three days of lost time due to an occupational disability (injury) which is covered by Workers’ Compensation are only compensable through Workers’ Compensation benefits if the total number of days for which Workers’ Compensation benefits are paid exceeds 28 paid days.

   a. Once all available forms of a paid leave has been exhausted (sick leave, vacation leave, and FMLA) the District will cease providing he benefits specified in this section, although an employee may continue to be use unpaid leave such as FMLA or AFLA until exhausted.

2. If an employee is not eligible to receive workers’ compensation benefits for the first three days of an injury that is covered by Workers’ Compensation, a full day of sick leave shall be deducted for each day of leave taken for the first three days. Beyond the first three days (and including the first three days if leave exceeds 28
days) one-third sick day leave will be deducted for each day of leave taken and the following process will be instituted:

a. Wages will reflect a reduction of 65% of gross wages; one-third sick leave day will be deducted per day; compensated payroll withholdings will be based on the portion of the wages that the District continues to pay; and the employee's Workers' Compensation check stub or a copy of the employee's Workers' Compensation check will be submitted by the classified employee to the District Office.

3. The classified employee shall cooperate with the District in the preparation and submission of any necessary or required forms, including any disability retirement application. Upon retirement, the District's obligations cease.

4. The classified employee shall be willing to be examined by a panel of doctors agreed upon by the District and SESPA, to abide by the findings thereof in regard to disability.

5. At no time will the classified employee be entitled to receive more than his or her normal wages while on leave for an injury for which the employee is receiving Workers' Compensation benefits.
ARTICLE 10

RETIREMENT

The DISTRICT will participate in the Alaska Public Employees Retirement System (PERS) with all employees who are eligible to participate in the System doing so.

Upon retirement with the State of Alaska an employee will be reimbursed at a rate of $4.00 per hour FY-14, $5.00 per hour FY-15 for each hour of sick leave accrued. In the event that PERS creates a different incentive program the DISTRICT will be relieved of the $4.00 FY-14, $5.00 FY-15 per hour obligation.

In the event that a retirement incentive program is activated under PERS, the DISTRICT, upon request, will meet with SESPA to discuss participation in it.
ARTICLE 12

LAYOFF

A. The term "layoff" or "reduction in force" as used herein refers to action by the DISTRICT to reduce the number of employees due only to program changes, shortage of work, and/or financial necessity. The terms of this article do not refer to decisions to discharge an employee for other causes. The intent of this article is to cause the least deviation from the present assignment of personnel.

If the need for a layoff exists, any employees who are laid off shall be done so in accordance with the procedures of this article.

B. Seniority: Seniority shall mean an employee's length of continuous service with the DISTRICT within the bargaining unit, measured in calendar days from the first day the employee actually worked for the DISTRICT on or after the employee’s most recent date of hire. If application of the preceding sentence results in two (2) or more employees having the same seniority, the tie shall be broken by a drawing by lot. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Article VIII of this Agreement at which time the employee shall possess seniority as defined in this Section. Seniority shall be applicable only as expressly provided in this Agreement. Approved leaves do not constitute a break in service for purposes of this Section.

The seniority of an employee shall terminate if that employee: (a) is laid off for a period of more than thirty (30) months; (b) resigns from his/her position; (c) is discharged for just cause.

1. Job Classifications for purpose of this Article will include:

a. Paraprofessional, which will include Paraprofessional, Special Education Paraprofessional, Sign 1, and Braille 1.

b. Secretary, Registrar, Federal Grants Secretary and High School Accounting Secretary.

2. A job title other than in Section B (1) above will constitute a separate job classification.

C. Determination of layoffs. The DISTRICT will determine the timing of layoffs, the number of employees to be laid off, and which job classifications will be affected.
D. Temporary, probationary and substitute employees will be laid off before any permanent employee within in the same job classification is laid off, provided that there is a permanent employee who is qualified for the job as determined by the DISTRICT.

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E. Layoffs. When the District has determined that a layoff is necessary, the DISTRICT shall meet with SESPA to discuss the contemplated layoff. The objective of the meeting will include:

1. discussing the circumstances leading to the layoff.

2. provide for discussion of alternatives, including transfer and reassignment, reduction of hours, and other possible alternatives which might help avoid and/or limit the extent of the layoff.

If, subsequent to the above meeting, the DISTRICT determines that one (1) or more full-time and/or part-time position(s) in a job classification shall be laid off, the DISTRICT will layoff the least senior employee(s) in that job classification. In implementing such layoff, a reduction in hours of the next least senior employee may occur as is necessary for the DISTRICT to achieve the total reduction of positions. The DISTRICT shall give affected employee(s) at least two (2) weeks' notice of layoff under this section.

Such layoff may result in the DISTRICT reassigning or transferring personnel as appropriate pursuant to Article 19.

F. Bumping. An employee laid off pursuant to Section E of this Article may, within five (5) working days of receipt of official notice of impending layoff, bump the employee with the least seniority in another job classification if the bumping employee

• has more seniority than the employee he/she will bump;

• has previously and satisfactorily worked in that job classification in the DISTRICT for at least one (1) year; and

• is qualified to perform the functions of an employee in such a job classification.

An employee may not bump into a job classification from which the employee was involuntarily removed due to job performance and/or disciplinary reasons.

G. Recall

1. Order of recall. If, after having first complied with the provisions of Article 19 (excluding C.3. External), the DISTRICT determines to fill a vacancy in a job classification from which employees are laid off, the DISTRICT shall attempt to fill the vacancy by recalling employees in the following order:

a. employees laid off from the job classification in which the vacancy exists, in the reverse order of layoff;
b. employees laid off from other job classifications and who previously and satisfactorily worked in the DISTRICT in the job classification for which the vacancy exists for at least one (1) year, in order of seniority.

An employee who refuses a recall forfeits all rights of recall, seniority, and employment relationship with the DISTRICT.

2. Notice of recall: The DISTRICT will forward notice of recall by certified mail or hand delivery to the last known address of the employee reflected on DISTRICT records. It is the employee's responsibility to keep the DISTRICT informed of his/her current mailing address. The employee must, within seven (7) calendar days of delivery or attempted delivery of the notice of recall, notify the DISTRICT of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date. If the employee has accepted other employment and must give notice to that employer before terminating such employment, and informs the DISTRICT of that fact at the time of notifying the DISTRICT of his/her intent to return to work, the date of return to work shall be extended for a period not to exceed two (2) weeks from the date specified in the notice of recall.

3. Termination of recall rights: The right to be recalled, seniority, and the employment relationship with the DISTRICT, shall terminate if the employee is laid off in excess of thirty (30) months.

H. Restoration of benefits: Benefits, including seniority, accrued by a laid off employee shall not accumulate during a period of layoff, but shall be retained and restored to an employee upon the employee's recall.

I. The District will continue for three (3) months from the effective day of the layoff to pay the premium for health benefits for a laid off employee only to the extent the employee was insured prior to layoff. If the laid off employee secures other employment and receives health benefits from that employment comparable to that which the District provided to him/her, the employee shall notify the District and the DISTRICT's obligation shall cease as of the date of the new coverage.

J. An employee who is laid off will receive severance pay in an amount equal to two (2) normal work week's compensation. Additionally, the employee will be paid for any accrued accumulated annual leave.
ASSIGNMENT, TRANSFER REASSIGNMENT, PROMOTION AND JOB SHARING

A. Definitions

1. Assignment/Reassignment. The specification of duties of an employee and work location at, or subsequent to, the initial date of hire. The DISTRICT is responsible for specifying the assignment.

2. Transfer. Movement of an employee from one primary work location to another or to another non-promotional job classification.

3. Work Location. Primary site where work is done or where employee regularly reports to duty. When there are multi work locations, the primary work location is specified.

4. Vacancy. A newly created position in the bargaining unit or an unfilled bargaining unit position that is available for filling.

5. Promotion. Advancement of an employee to a job classification with a higher salary range.

B. Filling of Vacancy

   Step 1

In the event of a vacancy occurring during the school year, the DISTRICT will post a vacancy notice on employee bulletin boards for five (5) work days. If a vacancy occurs during the summer months, notices will be mailed to all permanent employees.

An employee may advise the DISTRICT in writing that the employee wishes to be considered for the vacant position, as well as any other vacancy which arises directly as a result of filling the original vacancy; for only vacancies which arise directly as a result of filling the original vacancy, the DISTRICT will not be required to post, or mail, a notice.

An employee may not request a position in a job classification from which the employee was involuntarily removed due to job performance within the past three (3) years.

Selection

   Step 2

The selection process will occur in the following order:

1. Building Level; 2. District-Wide; and 3. External.

1. Building Level: From among employees qualified for a posted job, the DISTRICT will award the job to the most qualified employee as determined by the DISTRICT within the building site at which the vacancy occurred. Qualifications will include job performance, training and/or experience in the specific skill areas required by the position, and seniority in the school district.
If application of the preceding paragraph results in two (2) or more employees having the same qualifications, the DISTRICT will award the job to the senior employee.

2. District-wide: If the DISTRICT determines that no employees are qualified for the vacant job at the building level, the DISTRICT will award the job to the most qualified employee as determined by the DISTRICT from outside of the building at which the vacancy occurred. Qualifications will include job performance, training and/or experience in the specific skill areas required by the position, and seniority in the school district. Employees meeting the stated job requirements will be granted an informal meeting, upon request, with the Administrator/Supervisor of the vacancy. If no qualified employee applies for the vacancy, the DISTRICT may fill the vacancy with an involuntary transfer according to Section D in Article 19.

If application of the preceding paragraph results in two (2) or more employees having the same qualifications, the DISTRICT will award the job to the senior employee.

3. Any hiring committees formed will include a classified staff member covered by this agreement. The employee, if possible, should hold the same job title as that of the vacancy or be in a position which will work with the employee filling the vacancy.

External: If the DISTRICT determines that no employees are qualified for the vacant job, the DISTRICT may hire from outside the DISTRICT.

C. Building Level Reassignment

If, in the absence of a vacancy, there is a need to reassign duties within the same job classification in a building, the supervisor(s) will meet in an effort to achieve a solution that is satisfactory to affected employees. SESPA shall be notified of any reassignments.

The supervisor(s) shall give preference to qualified employees based upon seniority. At the request of an employee, the DISTRICT shall document the reassignment in the employee’s file.

D. Special Education Paraprofessional Fall Assignments.

Special Education Paraprofessionals returning to the District in the Fall shall be notified no later than two weeks after the last day of school regarding their Fall work location. The District will notify the employee of any changes to their Fall work location via email or by mail upon request.

E. Involuntary Transfer.

An involuntary transfer or reassignment may be made by the DISTRICT when the DISTRICT determines that such a transfer or reassignment is necessary for programmatic and/or job performance reasons. An involuntary transfer or reassignment will become final only after a meeting with the employee and his/her supervisor. The reasons for the transfer may not be either arbitrary or capricious.

An employee who is to be involuntarily transferred shall be given two weeks written notification prior to initiation of the transfer unless the DISTRICT determines that an
urgent need exists for an earlier effective date. Stated notification will be given via email if the involuntary transfer is initiated during the timeframe when the employee is actively working. During the timeframe when the employee is not actively working, the notification will be given via email or by mail upon request.

F. Job Sharing

Two employees may share a single full-time job between themselves provided they and the administration reach an agreement upon the conditions covering their job-share. Such an agreement must cover, but is not necessarily limited to, such issues as division of: work time; job responsibilities, salary and benefits; and termination of the job-sharing arrangement. Upon the end of a job-sharing arrangement, each employee will return to her/his previous job classification subject to other provisions of this Agreement, provided that the dissolution of a job share shall not require the DISTRICT to lay off or involuntarily transfer permanent employees who were not job sharing. A job-sharing arrangement will be subject to review on an annual basis.

If an employee is interested in sharing a job, but is not aware of another employee desiring to job share, he/she may ask his/her immediate supervisor to announce to the district’s classified staff that the possibility of a job share exists. Interested employees may contact the supervisor indicating interest. The supervisor along with the potential job-sharers will decide if the two employees are compatible. If no compatible employee is found, and the district and the original employee are still interested in the job-sharing situation; the district may hire someone to share the job from outside the district.