

NEGOTIATED AGREEMENT

between

NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT

and

NORTHWEST ARCTIC EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

July 1, 2015 – June 30, 2017

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ARTICLE I. DEFINITIONS

- A. District: shall mean the Northwest Arctic Borough School District.
- B. Board: shall mean the duly constituted governing Board of the District.
- C. Superintendent: shall mean the Superintendent of the District or the Superintendent's designee.
- D. Association: shall mean the duly recognized bargaining agent for the District's classified employees.
- E. Association President: shall mean the President of the Association or the President's designee.
- F. Agreement: shall mean this Negotiated Agreement.
- G. Day: shall mean a calendar day except as may otherwise be specified in this Agreement.
- H. Delivery: shall mean hand delivery or the postmark mailing date of registered or certified mail.
- I. Employee: shall mean a member of the bargaining unit.
- J. Receipt: shall mean the date of receipt of hand delivered or registered or certified mail.
- K. Grievance: See Article XV, Grievance Procedure.
- L. Grievant: See Article XV, Grievance Procedure.
- M. Temporary Employee. An employee hired to fill a temporary position for a period of less than six (6) months. Temporary positions are for special projects, limited extra workload needs, summer work, and for vacant positions not filled with probationary employees.

ARTICLE II. RECOGNITION

The Board recognizes the Northwest Arctic Educational Support Personnel Association as the exclusive agent of all Northwest Arctic Borough School District classified

personnel, with the exception of classified personnel who are supervisory, such as the bilingual/bicultural coordinator, or confidential as defined by the Public Employment Relations Act, substitute employees who work less than 30 consecutive days in the same position, and certificated employees.

ARTICLE III. MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all power, rights, authority, duties, and responsibilities conferred and vested in it by the State of Alaska to govern and manage the District except as may be expressly and specifically limited or abridged by this Agreement.

ARTICLE IV. NON DISCRIMINATION

The Board shall not illegally discriminate against any employee in any manner prohibited by law, or on the basis of membership or activities in, or affiliation with, the Association.

ARTICLE V. ASSOCIATION RIGHTS

A. Use of Schools and Equipment

The Association shall pay for the reasonable cost of all materials and supplies incident to use of such equipment. The Association shall be permitted to meet in District schools and to use certain school office equipment, including, but not necessarily limited to, telephones, computers, typewriters and duplicating machines, at reasonable times and when such schools and/or equipment are not otherwise needed for District purposes. For purposes of this Article, school office equipment shall not include the school secretary's

computer, the principal's computer, or any other computer located in the principal's or secretary's office. The Association shall furnish its own paper for typing or duplicating. Long-distance phone/fax charges shall be paid for at the time of use by a non-District credit card. Association meetings held in District schools shall be subject to prior written notice to the local administrator. Employees shall not be permitted to attend Association meetings during their regular working hours. The Association shall be permitted to post appropriate material in places designated by the District for such purposes in school facilities. The Association may have the right to use the interschool mail system where applicable; however, the District shall not be liable for any loss, damage, or delay related to the interschool mail system. It shall be the responsibility of the Association to provide its heading on all communications which it distributes.

B. Deduction of Association Membership Dues

1. The Board shall deduct annual Association dues in equal monthly installments from the pay of an employee who has authorized such a deduction. A signed Association membership form which authorizes said deduction shall be utilized for this purpose.
2. Upon submission of a payroll deduction authorization form, payroll deductions shall commence with the October payroll, or, if the form is submitted after October 15, the next monthly payroll. These deductions, as may be revised annually pursuant to paragraph 3 below, shall continue from year to year without further authorization, except that the employee may revoke the authorization as of the beginning of any school year by giving written notice of revocation to the

Association President by September 15 of that year. If employment is terminated for any reason, excepting death or leave of absence due to illness, any amounts still owing under the authorization shall be deducted from the employee's final pay. By September 10 of each year, the Association shall provide continuing members with a written notice of their right to discontinue membership and to revoke their deduction authorization.

3. The Association President shall inform the District in writing, by September 30 of each year, of any changes in the annual Association dues rate.
4. The District shall forward all dues collected, along with a list of members and the amounts of their respective deductions, to NEA-Alaska on a monthly basis.
5. The Association shall indemnify and save the District harmless from and against any claims, demands, grievances, lawsuits, orders, judgments, and other forms of liability against the District which arise out of the District's compliance with this Section B.

C. Employee Information

Names, addresses, and position of newly hired employees shall be provided to the Association President within thirty (30) days of hire.

ARTICLE VI. TERMS OF AGREEMENT

A. Duration

This Agreement shall become effective retroactive to July 1, 2015, for those bargaining unit members employed on the date of ratification, and shall remain in full force and effect until June 30, 2017.

B. Scope

The parties agree that the terms and conditions of this Agreement constitute the entire agreement between the Board and the employees and Association. This Agreement may be amended only through written instruments mutually agreed upon by the Board and Association and duly executed by the authorized representatives of the parties.

C. Conformity to Law

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, or if compliance with or enforcement of such provision is restrained by such court, said provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect. Within ten (10) days of such finding of nonconformity, the Board and the Association shall meet to negotiate a replacement for the non-conforming provision, and only that provision. Said negotiations shall take place in accordance with the applicable provisions of Article VII, Negotiations Procedure.

D. Association Leave Pool

An employee may donate accrued annual leave in one (1) day increments to a pool for use as Association leave. Written notice of a donation must be provided to the Superintendent. Once donated, accrued leave shall not be returned to the donor. The Association leave pool may not exceed eighty (80) hours at any time and not more than eighty (80) hours may be used during any school year. The Association President shall give written notice of the use of Association leave to the Superintendent not less than forty-eight (48) hours in advance.

E. Distribution

Upon ratification by both the Association and the Board, the Board shall have this Agreement printed. The Board shall provide the Association with a copy of this Agreement and shall provide each current employee with a copy of this Agreement within sixty (60) days of ratification. Additional copies of the Agreement shall be provided to employees and to the Association upon request for cost.

ARTICLE VII. NEGOTIATIONS PROCEDURE

A. Inauguration of Negotiations

Either the Board or the Association may inaugurate negotiations for a successor Agreement by delivery of a written notice to the other after January 15, but not later than March 1, of the last calendar year of the Agreement as provided in Article VI, A, Duration. Said delivery of notice shall be from the Superintendent to the Association President or from the Association President to the Superintendent. If neither party inaugurates negotiations during the time period as specified above, the Agreement shall remain in full force and effect for one (1) year from the date upon which it was otherwise scheduled to expire.

B. Initial Negotiations Sessions

Not later than sixty (60) days following receipt of the notice to negotiate, the initial negotiations session shall be held.

C. Negotiations Ground Rules

1. All negotiations shall occur in open session unless otherwise mutually agreed upon.
2. During the course of negotiations sessions, any items tentatively agreed upon

shall be written and shall be signed and dated by the spokesperson for each negotiations team.

D. Impasse resolution shall proceed according to applicable Alaskan statutes.

E. Ratification

1. Upon the reaching of final agreement by the negotiations teams regarding all items negotiated, the Agreement shall be written and signed and dated by the spokesperson of each negotiations team. Each negotiations team shall promptly submit the Agreement to the bodies that they represent respectively with the recommendation that the Agreement be ratified.
2. The Board shall place the ratification of the Agreement on the agenda of their next regular meeting after the Agreement shall have been ratified by the Association. The Agreement shall be fully ratified upon ratification by the Board and ratification by the Association, and shall become effective upon the date as provided in the Duration clause.

ARTICLE VIII. LEAVES AND BENEFITS

Permanent full-time employees receive full benefits. Permanent part-time employees receive benefits on a prorated basis. Employees working less than fifteen (15) hours per week and temporary employees do not receive fringe benefits.

Employees will accrue **sick leave** at the rate of 1 1/3 days for each full monthly pay period with unlimited accrual from year to year. The District reserves the right to require a doctor's and/or health aide's certificate of medical disability for sick leave usage. An employee shall notify his/her supervisor as far in advance as possible of the scheduled workday that the employee is going to utilize sick leave. 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 lost payments made to him/her under the Alaska Workers' Compensation Act. There shall be no accrual of sick leave when an employee is on leave without pay status. Employees are not entitled to monetary reimbursement for accumulated sick leave.

Sick leave may be used when the employee is required to be absent from work due to illness, injury, or other temporary disability (including maternity-related disability) and for necessary medical, dental, audio, vision, and psychiatric examinations that cannot be scheduled outside of regular working hours. Necessary travel time to and from the nearest appropriate medical treatment relative to the above shall be chargeable to sick leave. Elective medical treatment that can be scheduled during vacations or when school is out for the summer without substantial detriment to the employee, shall not be eligible for sick leave.

The employee shall be entitled to use up to seven (7) days, plus necessary travel time, of sick leave per year for:

- (1) Death within the employee's family. The family shall be limited to the employee's spouse, child, legal ward, brother, sister, parent, grandchild, grandparent, child-in-law and parent-in-law; and for.
- (2) Serious illness or injury of a member of the employee's family, as defined in (1) above (a statement by the attending physician regarding the illness or injury may be required by the District).

Family leave shall be granted to an employee as required by the State and Federal Family Leave Acts.

Court leave will be granted to an employee who is called to serve as a juror or subpoenaed as a witness. Court leave does not apply to an employee who must attend Court as a party to a litigation. The employee shall retain the monies received for such service and notify the payroll department of the amount received. This amount will be deducted from the employee's paycheck.

Annual Leave for employees who work twelve (12) months will accrue at the rate of:

One (1) day for each full month for employees with less than one (1) year of service;

1 1/4 days for each full month for employees with more than one (1) year of service, but less than five (5) years of service;

1 1/2 days for each full month for employees with five (5) to ten (10) years of service.

2 days for each full month for employees with more than ten (10) years of service. This increase in leave shall be retroactive to July 1, 2002, for those employed on the date of ratification of this Agreement.

Employees who work less than twelve (12) months will accrue annual leave at the rate of:

One (1) day for each fifty (50) days on pay status. Less than 200 days equals three (3) days leave; 200 days or more equals 4 days leave.

Unused annual leave for employees who work less than twelve (12) months will be automatically paid off at the end of the year.

Employees who work twelve (12) months may request that up to ten (10) days of accrued leave be paid off during each school year, or the entire amount will be paid off at the employee's current daily rate upon termination.

For twelve (12) month employees, accrued annual leave shall not exceed thirty (30) days accumulation as of June 30 of each year. If a request for annual leave must be denied and would result in loss of leave, the Superintendent may postpone requested leave without loss to a mutually determined time in the future. Annual leave not taken by a twelve (12) month employee in accordance with this provision is lost.

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

The following are observed as **legal holidays** by all non-certificated personnel in the District:

the first of January, known as New Year's day; Spring

Break – 2 days on District calendar;

the last Monday in May, known as Memorial Day;

the 4th day of July, known as Independence Day;

the first Monday in September, known as Labor Day;

the fourth Thursday and Friday in November, known as Thanksgiving day and the day after;

the 24th and 25th of December, known as Christmas Eve and Christmas day; and

the 31st of December, known as New Year's Eve.

Permanent and probationary employees who either work or are on paid leave on the days immediately preceding and following designated holidays shall be paid for the number of hours normally scheduled for the position at the normal rate of pay.

Holidays falling on Saturday are celebrated on the preceding Friday. Those that fall on Sunday are celebrated on the following Monday.

Temporary employees are not entitled to receive pay for unworked holidays.

Employees who are members of a reserve component of the U.S. Armed Forces or the National Guard shall be granted temporary **military leave** on all days during which the employee is ordered to training duty, as distinguished from active duty, with troops, or a field exercise, or for instruction or when under direct military control in the performance of a search and rescue mission. Temporary military leave should be limited to sixteen and one-half (16 1/2) working days in any one (1) calendar year. Temporary military leave shall be granted only upon the written request of the appropriate military authority stating the reasons why the service cannot be fulfilled outside of normal work days. A copy of the request and the military orders shall be filed with the Superintendent prior to the commencement of leave. An employee shall promptly remit to the District any salary received from the military for the leave period, or 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 this is exhausted, take leave without pay. Either of the options must be selected at the time of the request for military leave.

Leave without pay for ten (10) or more work days may be granted by the Superintendent or his/her designee upon recommendation of the principal or supervisor. Each request for such leave will be considered in light of the circumstances involved and in regard to the needs of the District. Leave without pay shall not be requested or granted until such time as all accrued leave has been exhausted.

Leave without pay for less than ten (10) work days per year may be granted by the site administrator or supervisor. Each request for such leave will be considered in light of the circumstances involved and in regard to the best interests of the District.

Employees who hold public office or serve on boards of other organizations may be granted up to 10 days of leave without pay per school year to attend meetings. Any commitment requiring an employee to use more than ten (10) days of leave without pay is excessive and in conflict with the employees work responsibilities. Any request for leave without pay for more than ten (10) days per school year for these activities will require the approval of the local Advisory School Board and the Superintendent.

Employees shall not be paid for holidays occurring while they are on leave without pay.

ARTICLE IX. GROUP HEALTH & LIFE INSURANCE

For those bargaining unit members employed on the date of ratification of this Agreement, group health and life insurance is carried for permanent employees and their dependents, if the employee works a minimum of fifteen (15) hours per week. For those bargaining unit members employed subsequent to the date of ratification, the minimum of fifteen (15) hours per week changes to twenty (20) hours per week. Employees who work less than twelve (12) months a year will also be covered when not on duty status, limited to 3 months per year when school is not in session.

The Board shall provide at a premium cost to the eligible employee of \$840 per year payable through payroll deductions, health insurance coverage for the eligible employee and the eligible employee's spouse and eligible dependents in accordance with the plan described in part in the attached document entitled Northwest Arctic Borough School District Health Care Plan, Group No. 12431, Summary Plan Description, including the Health Care Review Service. The premium payment shall be retroactive to July 1, 2015, for those bargaining unit members employed on the date of ratification. However, the District shall negotiate a steerage preferred provider/network plan for hospitalization (in-patient and out- patient). The penalty co-payment

shall be 20 percent. An eligible employee who chooses not to pay that yearly premium cost shall waive the Board provided health insurance coverage, including such coverage as a spouse or dependent. Said premiums shall be eligible for the District's Section 125 plan. Coverage shall begin on the first day of the month coinciding with, or following, the eligible employee's first day of work for the District. Coverage shall terminate on the last day of the month coinciding with, or following, the eligible employee's last day of work for the District.

ARTICLE X LONG-TERM DISABILITY INSURANCE

Long-Term Disability Insurance

The Board shall provide, at no premium cost to the employee, long-term disability insurance coverage that shall provide benefits related to the employee's disability upon the depletion of the employee's accrued sick leave, accrued personal leave, or after ninety (90) days from the inception of the disability, whichever is later. The maximum benefit under the insurance plan shall provide income to the employee at a rate that is sixty-six percent (66%) of the employee's salary pursuant to the Salary Schedule at the time of the inception of the disability, not to exceed an income benefit rate of \$3,000.00 per month. The benefits to be provided under the plan shall be payable until the employee is no longer disabled or until the employee reaches the age sixty-five (65), whichever is earlier. Coverage under the long-term disability insurance plan shall become effective on the first day of the month coinciding with or following the employee's first day of work under this Agreement and shall remain in effect until the last day of the month coinciding with or following the employee's last day of work under this Agreement, unless the employee has already become disabled pursuant to the plan at the time coverage would otherwise have ceased. The specific terms and conditions of

the plan, including the coordination of benefits with other disability income plans, shall be subject to the terms and conditions of the insurance policy between the District and the insurance carrier.

The long-term disability insurance described above shall be put into place by the District as soon as possible after ratification of this Agreement by the parties.

ARTICLE XI. OVERTIME PAY/COMPENSATORY TIME OFF

Consistent with the request of an employee, the District may provide compensatory time off for overtime work to the extent that cash payment is not required by the Federal Fair Labor Standards Act.

Overtime shall be considered any time worked over a 37.5 hour week.

No overtime shall be allowed except as authorized by an employee's immediate supervisor and Superintendent or designee.

All employees subject to this policy shall be required to complete a daily time record of all hours worked.

ARTICLE XII. PROBATIONARY/PERMANENT STATUS

Employees newly hired in regular positions shall be considered probationary employees until having satisfactorily completed the designated probationary period of six (6) months. Probationary employees accrue annual and sick leave, but are not permitted to use such leave until forty-five (45) days after their initial hire date. A probationary employee may be dismissed at any time during the probationary period at the discretion of the Superintendent for any cause deemed to be adequate. Probationary employees shall become eligible for group health and life insurance on the first day of the month following completion of the first 30 days of the probationary period.

Regular classified employees who have satisfactorily completed the designated probationary period shall become permanent classified employees of the District.

ARTICLE XIII. ASSIGNMENT/CLASSIFICATION

Classified employees shall be assigned by their immediate supervisors with the approval of the Superintendent or designee. They shall be required to perform those duties and work the number of days and the number of hours per day prescribed by the School Board for the position the employee holds. However, the Superintendent may establish in writing a four (4) consecutive day work week, excluding Saturday and Sunday, which will equal the number of hours of the employee's work week within any seven (7) consecutive day period, without paying overtime for daily hours in excess of the number allowed by applicable state and/or federal overtime laws.

Nine- and ten-month employees shall be notified prior to May 31 of the current school year of their tentative assignment for the following school year, and their tentative starting and ending dates.

ARTICLE XIV. SUMMER EMPLOYMENT

Employees desiring summer work positions with the District will submit their names to the Director of Maintenance and Facilities before May 1 of any school year. The District, whenever practicable, will fill summer site positions from the submitted list of current site employees who are qualified for such positions.

Employees assigned to such positions shall be considered temporary employees and may be employed in such status for periods longer than one (1) month.

For the purposes of this section, employees must have been provided reasonable assurance of continued employment with the District during the subsequent school year.

ARTICLE XV. PERSONNEL RECORDS

Personnel Files

1. Open Files. All materials placed in the employee's official personnel File shall be the property of the District, but the file, except for pre-employment materials, shall be available for the employee inspection upon request during regular office hours. Upon request, the employee shall be provided one (1) copy of the employee's file material, except as provided above. Additional copies shall be provided to the employee upon request for twenty-five (\$0.25) cents per sheet. No material in the employee's file shall be removed without the consent of the Superintendent and the employee.
2. An employee shall be sent a copy of all materials placed in his/her file at the time of its insertion in the file.
3. Confidentiality. No person shall be granted access to confidential materials in the employee's file except for the employee's supervisor(s), the Superintendent or the Superintendent's designee, and the Board. Upon the express prior written permission of the employee, the employee's designee shall be granted access to the employee's official Personnel File in the same manner and to the same extent as provided in Section 1 above.
4. Derogatory Material. Any material placed in the employee's file which is derogatory to the employee shall be filed with proof that the employee has had an opportunity to read and to receive a copy of the material. The employee shall have the right to file a written rebuttal within thirty (30) days of receipt of any such derogatory material placed in the employee's Personnel File.

ARTICLE XVI. HEALTH EXAMINATIONS

Physical examinations shall be required for all permanent employees and all temporary employees who will be working with or near students. Examinations shall be required within thirty (30) days of initial employment and every subsequent three (3) years thereafter. If proof of physical examination is not provided, the employee shall be dismissed. The Board of Education may request a physical or psychological examination of any employee at any time. Physical examinations are not required for part-time employees, if they do not work in close contact with students or in the school cafeteria.

All employees are required to undergo annual tests to detect active cases of pulmonary tuberculosis in accordance with Alaska Law (currently 4 AAC 27.215). Employees who have had a positive skin test in the past, but who have been determined by a health care provider as not having an active case of tuberculosis, shall file annually with the District a Tuberculosis Control Program Screening of School Employees form completed by a health care provider. Employees having a positive skin test for the first time shall receive additional screening and testing as required by a health care provider. Physical examinations shall be performed by a licensed physician or by a community health practitioner.

ARTICLE XVII. GRIEVANCE PROCEDURE A.

Definitions

1. Grievance: shall mean an alleged violation (including misinterpretation or misapplication) of any of the provisions of this Agreement.
2. Grievant: shall mean the employee(s) or the Association making the claim.

3. Party in Interest: shall mean the grievant and any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of the Grievance Procedure shall be to secure, at the lowest possible administrative level, a confidential and equitable solution to a grievance.

C. General Provisions

1. The time limits as specified in the Grievance Procedure may be modified only by the prior written mutual agreement of the parties.
2. Prior to initiating a formal grievance at Level One, or Level Two if appropriate, the grievant shall communicate with the party who has allegedly violated this Agreement in a good faith effort to resolve the issue.
3. Beginning with Level One of the Grievance Procedure, the grievant, the party who has allegedly violated this Agreement, and the District, and the Association shall be entitled to representation, to present evidence, and to call and cross-examine witnesses at grievance hearings.
4. Beginning with Level One of the Grievance Procedure, the grievant, witnesses, and an Association representative shall be permitted to participate in a grievance hearing, if held during working hours, without loss of compensation. The grievant shall provide reasonable prior notice, whenever possible, of witnesses and/or representatives needed for the hearing or, if at arbitration, to the Superintendent. If notice is given less than twenty-four (24) hours prior to the

hearing, the District may postpone the hearing for twenty-four (24) hours or may schedule such witnesses' testimony after the work day.

5. Beginning with Level One of the Grievance Procedure, hearing decisions shall be in writing setting forth the reasons for the decisions, and shall be delivered to the grievant or Association within the time period as provided at each Level of the Grievance Procedure.
6. Upon written request, the District shall make available to the grievant, or to the grievant's designee, all pertinent non-confidential information in its possession or control.
7. A formal grievance shall be delivered not later than thirty (30) days from the date that the grievant knew, or should have known, about the alleged violation of this agreement, or the grievance shall have been waived. If at subsequent levels the grievant fails to adhere to a time limit, the grievance shall have been waived. If the District fails to respond in a timely manner, the grievant may proceed to the next level.
8. The formal grievance shall be in writing, signed by the grievant, and shall set forth with reasonable specificity the factual basis for the grievance and the specific provision or provisions of this Agreement alleged to have been violated. The appeal of a grievance decision shall state with reasonable factual specificity the reason (s) for the appeal and shall include a copy of the original grievance decision (s) , and any prior grievance appeal (s) .
9. No reprisals shall be taken against any employee because of the employee's participation in the Grievance Procedure pursuant to this Article.

10. Beyond Level One, the District and Association may record all grievance hearings and shall provide a copy of the recording upon written request to the other for cost. The grievant or the Association may record the hearings independently of the District.
11. The records and documents related to the processing of a grievance shall be maintained in a file separate from the employees' official Personnel file.
12. In the event that the grievant is not the Association or is not represented by the Association, the District shall promptly provide to the Association President a copy of all documents of record pursuant to the processing of the grievance. The Association shall indemnify and hold the District harmless for any liability to which the District may be held as a result of this paragraph. Furthermore, at any hearing beyond Level One, or Level Two hearing, an Association representative shall be permitted to be present and the Association President shall be notified of the hearing at the same time as the grievant. This paragraph applies only to Levels One and Two of the grievance procedure.
13. Hearings with grievants from multiple sites or where the association is the grievant shall be held in Kotzebue.

D. Procedure

1. Level One
 - a. In the event that the informal communication with the party who has allegedly violated this Agreement fails to resolve the issue, the grievant may file the formal grievance with the immediate supervisor. If the immediate supervisor is the Superintendent, or if the Superintendent or

the Board is the party who has allegedly violated this Agreement, the grievant shall file the grievance initially with the Superintendent at Level Two.

- b. The party with whom the grievance is filed shall schedule a hearing to be held within five (5) working days of receipt of the grievance and shall notify the grievant not less than two (2) working days in advance as to the time and place of the hearing.
- c. The hearing decision shall be delivered within five (5) working days of the date of the hearing.

2. Level Two

- a. If the grievant is not satisfied with the Level One decision or if the decision is not delivered within five (5) working days of the date of the hearing, the grievant may appeal to Level Two.
- b. Such appeal shall be delivered in writing to the Superintendent within fourteen (14) working days of receipt of the decision, or within twenty (20) working days of the date of the hearing if no decision has been received.
- c. Upon receipt of the grievance or the Level Two appeal as provided in this Article above, the Superintendent shall schedule a hearing to be held within ten (10) working days and shall notify the grievant not less than three (3) working days in advance as to the time and place of the hearing.
- d. The hearing decision shall be delivered within ten (10) working days of the date of the hearing.

3. Level Three

- a. If the Association is not satisfied with the Level Two hearing decision or if the decision is not delivered within the time period as provided in this Article, the Association may appeal the Level Two decision to arbitration pursuant to AAA rules. Such appeal shall be mailed with a copy to the Superintendent within thirty (30) days of receipt of the Level Two decision or within thirty (30) days of the date the Level Two decision should have been delivered, if no Level Two decision has been reached.
- b. In the case of a dispute regarding the arbitrability of an alleged violation, the arbitrator shall first determine whether the action is arbitrable under the terms of this Agreement. If the grievance is determined to be arbitrable, the arbitrator shall then hear the merits of the grievance. If the arbitrator determines that the grievance is not arbitrable, the hearing shall be closed and the grievance is dismissed. Nothing contained in this paragraph shall require the arbitrator to issue a bench decision regarding arbitrability if, in the arbitrator's judgment, the dispute requires additional briefing, evidence, research, consideration, or clarification which may be required prior to the hearing on the merits, that may be forthcoming during the hearing, or that may be provided after the hearing through briefing. In any event, the arbitrator shall have sole discretion in determining whether to conduct the hearing on the merits at the same time as hearing arguments or testimony on the arbitrability dispute.

- c. No new testimony or new documentation may be placed before the arbitrator that was not introduced or referenced at Level Two or that was not provided to the Superintendent or to the Association at least ten (10) days prior to the arbitration hearing. This exclusionary rule shall not affect evidence requested under the provisions of Section C, 6 above but not provided by the District. Furthermore, the exclusionary rule notwithstanding, the arbitrator, upon request, may allow testimony or documents to be entered into the record upon a showing by the requesting party that unusual or unpredictable circumstances prevented the party from meeting its obligations under this paragraph.
- d. Except as may otherwise be provided in law or this Article, arbitration shall be conducted under the rules and procedures of the American Arbitration Association.
- e. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms or provisions of this Agreement. Further, the arbitrator shall have no power to change any practice, policy, or rule of the District except as may directly pertain to the grievance, or be in violation of this Agreement, however, this proscription shall not limit the arbitrator in fashioning a remedy designed to remove the need for additional grievances related to the same practice, policy or rule.
- f. The fees and expenses of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE XVIII. DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

An employee shall not be disciplined without just cause. A supervisor shall not discipline an employee in the presence of students unless an immediate and compelling situation threatens the welfare or safety of students or staff. An employee shall be entitled, except in the case of evaluation conferences, to have a witness present during any disciplinary interview which is likely to result in a written reprimand, loss of pay, or dismissal. The employee shall be notified of his/her right to have a witness present. It shall be the responsibility of the employee to arrange for the presence of the witness at such reasonable time and place for the interview as the supervisor shall determine. Except in extraordinary situations, the employee shall be afforded not less than four (4) hours prior notice of the interview. However, the employee may agree to have the interview take place at an earlier time.

Dismissal actions shall be approved by the Superintendent or his/her designee. Prior to any such approval, the Superintendent or his/her designee shall meet with the employee. At the meeting, the Superintendent or his/her designee shall give the employee written notice of the charges against him/her and an explanation of the evidence in support of those charges. The employee shall then be provided a reasonable opportunity to tell his/her side of the story and respond to the charges.

If an employee is permitted to resign in lieu of dismissal, the supervisor shall notify the Superintendent in writing and shall set forth the reasons why the employee would have been dismissed had he/she not resigned. A resignation in lieu of dismissal shall be considered a resignation not in good standing.

An employee appointed to fill a temporary position may be terminated at any time at the discretion of the Superintendent or his/her designee without any hearing or review rights under the grievance procedure.

ARTICLE XIX. RESIGNATION

Ample notice of intention to resign shall be given by an employee who plans to leave the district. Normally, no less than two weeks notice shall be given. A resignation presented to and accepted by the Superintendent or designee may not be withdrawn by the employee.

ARTICLE XX. TRAVEL EXPENSES

The School Board shall pay for actual and necessary expenses, including travel, incurred by any employee performing authorized services for the district. Expenses shall be reimbursed within limits established by the Board.

The Superintendent or designee may approve employee requests to attend meetings in accordance with the adopted budget.

The Board may establish an allowance on either a mileage or monthly basis to reimburse designated employees for the use of their own vehicles in the performance of assigned duties.

ARTICLE XXI. EMPLOYEES WITH INFECTIOUS DISEASE

Each employee shall inform the district as soon as possible if he/she contracts an infectious disease which creates a physical or mental disability.

The Superintendent or designee may reassign or grant sick leave to an employee who is unable to perform his/her job responsibilities because of illness or because the employee's illness significantly endangers his/her health or safety or the health or safety of others.

When informed that an employee has a disabling infectious disease, the Superintendent or designee may require that the employee sign a release form to provide confidential medical information and records.

ARTICLE XXII. ALCOHOL AND DRUG TESTING

A. Prohibited Substances

1. Illegal drugs and alcohol are defined in paragraph H of this article.

B. Testing Requirements

1. This article mandates drug and/or alcohol testing of employees in the District upon an articulation of reasonable suspicion of drug or alcohol use. However, this article shall not operate to the derogation of a federal or state mandate for other types of drug or alcohol testing.
2. “Reasonable suspicion” is defined as drug and/or alcohol testing based upon a belief that an employee is using or is under the influence of drugs and/or alcohol in the workplace, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:
 - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of a drug;
 - b. Abnormal conduct or erratic behavior while at work, absenteeism, tardiness, or deterioration in work performance;

- c. A report of drug use provided by reliable and credible sources and which has been independently corroborated;
 - d. Evidence that an employee has tampered with a drug test during his/her employment with the District;
 - e. Information that an employee has caused, or contributed to an accident at work;
 - f. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs while acting in the scope of his/her employment or upon District premises.
 - g. Possession of equipment or paraphernalia pertaining to alcohol or illegal drug use by an employee on District premises.
3. The District shall ensure that at least one designated supervisor receives 60 minutes of training on alcohol misuse and at least an additional 60 minutes of training on the use of controlled substances. This training will be used to determine whether reasonable suspicion exists to require an employee to undergo testing.
4. Where practicable, an articulation of reasonable suspicion shall be based upon the observation of an individual by two persons acting in a supervisory capacity in relation to the employee who have received drug and alcohol impairment recognition training. However, the observation of one trained supervisor is adequate to determine impairment.
5. Upon a determination of reasonable suspicion, the trained supervisor shall fill out a reasonable suspicion for drug/alcohol testing determination form. The

supervisor shall then, as soon as safely possible, escort the employee to the designated testing site.

6. The District shall pay all actual costs of drug testing, including reasonable transportation costs.

C. Testing Methods and Collection Procedures

1. The District or District designee shall designate a drug/alcohol testing/collection site.

2. Testing Procedures For Alcohol

- a. Any individual chosen to test for alcohol impairment shall be trained in the operation of the evidential breath testing device (EBT) he or she is using by the EBT manufacturer or the manufacturer's representative and receive training certification from the manufacturer or the manufacturer's representative in writing and be familiar with this proposal. This person shall be designated as the breath alcohol technician (BAT). The EBT device for testing in this proposal may be any EBT approved for use by state or federal law enforcement agencies. The BAT conducting the test is responsible for documenting the results of the test and explaining the testing procedure to the employee who is to be tested. Additionally, the BAT will be trained to recognize adulteration of the sample, if applicable, and sign a statement that clearly states that the BAT will hold all information related to any phase of an alcohol test confidential.

- b. The BAT must provide the employee with a sealed mouthpiece which the BAT shall open in the employee's presence. The BAT shall also show the employee the result displayed on the EBT and immediately inform the employee if he or she is under the influence of alcohol.
 - c. If the screening test yields a positive result, the BAT shall perform a confirmation test. The BAT shall wait a minimum of fifteen minutes between tests. The BAT shall use a new mouthpiece for the confirmation test and ensure that the EBT registers a 0.00 calibration on an air blank before conducting the test. If the EBT registers greater than 0.00, the BAT shall conduct more than one air blank. If the reading is still greater than 0.00, the BAT may not use that EBT and must use an alternative device. After the confirmation test, the BAT shall explain to the employee the results of the confirmation test.
 - d. After alcohol testing, the supervisor who accompanied the employee to the test shall either drive the employee back to work in the event of a negative test, or to the employee's home in the event of a positive test.
3. Testing Procedures For Drugs
- a. Any individual chosen to collect urine samples under this proposal shall be trained in proper collection methods to ensure privacy, accuracy and to allow the test to be conducted with the least intrusiveness to the person presenting the sample. The District shall designate a certain area as the collection site. This area shall have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection,

security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory. The District may designate a community health clinic for this site. In areas with a hospital, the District will use the community hospital as the drug testing site and arrange for all drug testing to be conducted through the hospital after assurances that the hospital is capable of complying with the standards for testing set forth herein.

- b. The employee to be tested shall submit a driver's license or other photographic identification to the testing technician. In the absence of such identification, the employee's accompanying supervisor may identify the employee.
- c. The employee will be asked to remove any jackets and coats and to wash and dry his or her hands prior to collection of the specimen. Female employees must leave their purses, but are allowed to remove and retain their wallets. This must be done in the presence of the technician to prevent the employee from having access to material which might adulterate the specimen.
- d. The technician shall use a designated Chain of Custody Form. This form must accompany the urine sample to the designated medical laboratory which shall test the sample.
- e. An employee shall be given a choice of at least two sealed drug testing kits. The employee's selected kit shall be opened in full view of the employee.

- f. Upon the employee being presented with the kit, the testing technician shall direct the employee to the testing area. The testing area shall be a private area.
- g. After testing, the employee must present the sample to the collection technician prior to washing his/her hands or flushing the toilet. The specimen is to remain in the visual field of the donor.
- h. Upon receipt of the specimen, the collection technician shall verify that the sample contains at least 60 ml of urine. If the container does not, the technician shall provide the employee with water, and after a reasonable time, allow him/her to attempt to produce another sample. The original sample shall be discarded. If the employee still cannot produce a sufficient amount of urine, the Program Administrator shall be contacted.
- i. The technician shall immediately measure and record the temperature of the sample on the Chain of Custody form. The technician shall then seal the sample and place a security seal from the bottom of the Chain of Custody form on the sample and request that the employee date and initial it. The technician shall then complete the form, including asking the employee if he or she wishes to identify any prescription medication he or she may presently be taking which would affect the sample. The technician shall then place the sample in a tamper-resistant bag and ask the employee to date and initial the seal on the bag. The technician shall write the bar code on the front of the testing envelope on the bag as

well as “split sample”. The sample will then be sent to the testing laboratory via Goldstreak or any other acceptable rapid-transport method.

- j. Upon receipt of the test, the laboratory will divide the sample in half. If the first test yields a negative result, the second half of the sample will be discarded. If the test yields a positive result, the second half of the sample will be tested to verify the result. Unless both halves of the sample yield positive results, the test will be considered a negative test.
- k. The testing laboratory shall perform an initial screening test which meets the requirements of the Food and Drug Administration. A positive test result will be confirmed by using gas chromatography/mass spectrometry (GC/MS) techniques. All confirmations shall be by quantitative analysis and must be reviewed by a medical doctor or doctor of osteopathy.
- l. The physician or osteopath shall: (1) contact the employee within 48 hours and offer an opportunity to discuss the confirming test result; (2) interpret and evaluate the positive drug test result; and (3) report test results caused by prescription medicine as negative.
- m. The testing laboratory shall report the results of the test to the Program Administrator after the confirmation test has been performed and the employee has been contacted.
- n. After drug testing, the supervisor who accompanied the employee to the test shall either drive the employee back to work or to the employee’s home based upon a determination of impairment.

D. Employee Rights

1. An employee shall have the right, upon his or her request, to obtain the written test results if the employee makes such a request within six months after the date of the test. Upon such a request, the District, or the designee of the District, shall provide the written test results within five days after the request is made.
2. An employee shall have the right, upon his or her request, to explain in a confidential setting, a positive test result. This request must be in writing and be within ten days after the employee has been notified of a positive test result. This request must be honored by the District within 72 hours or before the employer takes any adverse employment action.
3. For the purposes of this article, suspension with pay is not considered an adverse employment action.
4. All time spent by an employee being tested for a drug and/or alcohol violation under this article shall be considered compensatory time. Additionally, an employee who is sent home pending test results shall be considered temporarily suspended with pay.

E. Refusal To Be Tested

1. Should an employee refuse to be tested under this proposal, the employee will be considered to have received a positive result on a drug or alcohol test.
2. Refusal to submit to an alcohol or controlled substance test shall be considered as: (1) the failure to provide adequate breath for alcohol testing as required by this proposal without a valid and verified medical explanation after he or she has

received notice of the requirement for breath testing under this proposal; (2) the failure to provide an adequate urine sample for controlled substances testing as required by this proposal without a genuine inability to provide a specimen (as determined by a medical evaluation by an evaluator of the District's choosing) after he or she has received notice of the requirement for urine testing under this proposal; (3) engages in any conduct which clearly obstructs the testing process in the District's determination. A refusal to submit shall be considered a positive test result.

F. Disciplinary Action

1. The District may take appropriate adverse employment action under these proposals based upon a positive drug or alcohol test.

G. Confidentiality

1. The District recognizes that the results of a drug and alcohol test will be considered medical records and held confidential to the extent permitted by law. The District will limit disclosure of information acquired in a drug and alcohol test, including the positive and negative results, to the following individuals unless the employee consents in writing to other disclosures: (1) the employee; (2) the Program Administrator; (3) the employee's supervisor and other management officials with a need to know; (4) collection site personnel; (5) the laboratory medical review officer; (6) the employee assistance counselor or other rehabilitation personnel if the employee seeks or is required to use such service for continued employment.

H. Definitions

1. Alcohol - Alcohol means the-intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
2. Alcohol Concentration (or Content) - Alcohol concentration or content means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.
3. Alcohol Use - Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.
4. Collection Site Person - Collection site person is an individual authorized by the District to collect samples in accordance with this program.
5. Confirmation Test for Alcohol - A second test, following an initial test, with a result of .04 or greater, that provides quantitative data of alcohol concentration.
6. Confirmation Test for Drugs - A confirmation test for drugs means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.
7. Controlled Substances - Marijuana, cocaine and cocaine derivatives, opiates, amphetamines and phencyclidine, among others proscribed by state law at AS 11.71 et seq., are presently considered controlled substances for the purposes

of this proposal. However, should the state of Alaska proscribe the possession and consumption of other similar substances by statute or proposal, those substances would automatically be considered controlled substances for the purposes of this proposal.

8. Custody and Control Form - A custody and control form is a form that accompanies the urine specimen to account for the integrity of each specimen by tracking its handling and storage from point of specimen collection to its final disposition.
9. Failing an Alcohol Test - Failing an alcohol test shall be defined as an employee having a higher alcohol concentration than .04 at the time of testing.
10. Failing a Drug Test - Failing a drug test shall mean that the test results show positive evidence of the presence of a prohibitive drug or drug metabolite in an employee's system in amounts that exceed cutoff levels.
11. Screening Test for Alcohol - A screening test for alcohol shall be considered an analytical procedure to determine whether an individual may have a prohibited amount of alcohol in his or her system.
12. Screening Test for Drugs - A screening test for drugs shall be considered an immunoassay screen to eliminate "negative" urine specimens from further consideration.

ARTICLE XXIII LUNCH AND REST PERIODS

- A. Lunch: An employee on duty between the hours of 11:00 a.m.-1:00 p.m. shall be entitled to at least one-half (1/2) hour free of duty for lunch at a time determined by the supervisor.

- B. Rest Periods: Full-time employees will be permitted two breaks per day of no more than fifteen (15) minutes in duration each, one before and one after lunch, for a rest period or coffee break. Break times will be determined by the supervisor.

ARTICLE XXIV LAY OFF AND RECALL

- A. The Superintendent (or his/her designee) may lay off any employee by reason of elimination of position, shortage of work or shortage of funds. The employee shall remain on lay off status for a period of one calendar year.

Employees on lay off status shall retain, but not utilize, accrued sick leave and shall be paid off for any accrued annual leave.
- B. An employee shall not be laid off while there are temporary employees, or probationary employees serving in the same position classification at the same site. For purposes of this Article, Kotzebue shall be considered one site.
- C. The order to lay off shall be by position classification at the same site, based upon seniority and personnel file documented performance as determined by the Superintendent. Such determination shall not be arbitrary or capricious.
- D. Seniority shall be determined by the employee's total interrupted service in the bargaining unit. Uninterrupted service shall mean continuous service in years, months, and days. Leaves without pay and summer vacation periods of nine and ten month bargaining unit members do not constitute a break in service.
- E. In each case of lay off, the Superintendent shall give at least fourteen (14) calendar days written notice to the employee stating the reasons therefore. A copy of the notice will be placed in the member's personnel file.

F. An employee on the lay-off list shall be offered reappointment to position classification openings for which qualified, based upon seniority and personnel file documented performance as determined by the Superintendent. Such determination shall not be arbitrary or capricious. The offer of reappointment shall be in writing and mailed/delivered to the employee's last known address. If the employee does not accept such reappointment within one week of receipt of the offer, the offer becomes void. If the employee does not accept a second offer of reappointment within one week of receipt of the offer, the employee will be removed from the lay-off list and shall be considered terminated without prejudice. Unless reappointed, at the expiration of the one year lay off period the employee shall be considered terminated without prejudice.

ARTICLE XXV. MINIMUM CALL OUT

Minimum call out shall be two (2) hours.

ARTICLE XXVI. SALARY

AIDES	<u>Placement Range</u>	
INSTRUCTIONAL:	08	who have not passed the HELP test
Classroom Instructional	09	12 credits
Regular Special Education	10	HELP test or 24 credits
All Federal Programs	11	36 credits
Library Liaison	12	48 credits
	13	60 credits
	14	72 credits
	15	84 credits
	16	96 credits
	17	BA degree

SPECIAL EDUCATION- INTENSIVE	13	HELP test or 12 credits
	14	24 credits
	15	36 credits
	16	48 credits
	17	60 credits
	19	72 credits
	20	84 credits
	21	96 credits
	22	BA degree
BILINGUAL:	36	credits
Certificated program	54	credits
	72	credits
	120	credits

Credits mean regular college coursework, in semester hours or the equivalent. Credits shall be earned from an approved institution and shall carry a grade of not less than “C”, or a passing grade in a pass/fail course. An approved institution shall be a college or university accredited by the Northwest Association of Schools and Colleges, a comparable accrediting association in another region, or approved by the Superintendent in writing.

The employee shall be responsible for having official transcripts sent to the H. R. Office directly from the conferring institution(s) within 60 days of the date of hire, or by October 15 for employees applying for a change in salary on the basis of additional credits earned prior to the start of the school term. If the failure to obtain such transcripts is beyond the reasonable control of the employee the 60 day deadline may be extended by the Superintendent in writing. However, in no case shall said documentation be applicable to the school year for which additional salary is sought, if received after October 15.

SUPPORT PERSONNEL

Custodian, Cook I, BPO I, Dorm Attendant	10
Cook II , Security Guard, Secretary I	11
Mail/Driver	12
Asst FS Manager , Secretary II, Food Clerk	13
Maintenance	
Ship/Rec Warehouseman, PS Warehouse Super, Payroll Tech, Accounting	15
Tech, HR Tech, Accts Rec/Pay Tech	
Food Service MGR; Systems Facilities Specialist , Custodian	18
Journeyman	23

The District reserves the right to place new Journeyman hires up to Step 5.

2015 – 2016 SUPPORT PERSONNEL

Range/ Step	1	2	3	4	5	6	7	8	9	10	11	12
8	17.04	17.73	18.04	18.76	19.33	20.32	20.94	21.56	22.16	22.93	23.36	23.74
9	17.95	18.76	19.33	19.92	20.53	21.56	22.16	22.93	23.68	24.40	24.86	25.36
10	18.88	19.73	20.34	20.95	21.63	22.72	23.46	24.17	24.95	25.74	26.22	26.74
11	19.67	20.65	21.33	22.05	22.77	24.03	24.83	25.66	26.55	27.41	27.96	28.47
12	20.77	21.84	22.56	23.31	24.09	25.42	26.30	27.18	28.10	29.03	29.60	30.15
13	22.00	23.09	23.83	24.62	25.43	26.82	27.72	28.63	29.60	30.55	31.16	31.65
14	23.25	24.37	25.16	25.99	26.83	28.24	29.19	30.12	31.13	32.12	32.76	33.27
15	24.51	25.68	26.51	27.37	28.25	29.70	30.68	31.66	32.70	33.72	34.39	34.96
16	25.83	27.04	27.90	28.80	29.71	31.19	32.21	33.21	34.29	35.37	36.06	37.84
17	27.20	28.43	29.32	30.26	31.20	32.73	33.78	34.82	35.92	37.03	37.77	39.57
18	28.16	29.19	29.72	30.27	30.81	32.11	32.66	33.28	33.90	34.48	35.15	35.83
19	28.57	29.86	30.78	31.74	32.74	34.29	35.38	36.45	37.60	38.73	39.51	41.35
20	30.00	31.31	32.28	33.27	34.31	35.89	37.01	38.13	39.31	40.49	41.30	43.16
21	31.47	32.80	33.81	34.84	35.90	37.52	38.68	39.83	41.04	42.25	43.09	45.01
22	32.95	34.34	35.38	36.44	37.53	39.19	40.38	41.57	42.82	43.36	44.94	46.89
23	34.61	37.01	39.40	40.56	41.75	42.98	43.69	45.53				
36	26.66	27.57	28.04	28.53	29.03	29.55	30.67	31.21	31.82	32.27	32.89	33.53
54	27.97	28.88	29.34	29.86	30.35	30.86	32.02	32.57	33.14	33.67	34.35	35.01
72	28.99	30.20	30.67	31.17	31.67	32.16	33.15	33.93	34.47	35.04	35.73	36.43
120	30.54	31.52	32.00	32.49	32.99	33.50	34.73	35.25	35.82	36.39	37.09	37.81

2016 – 2017 SUPPORT PERSONNEL

Range/Step	1	2	3	4	5	6	7	8	9	10	11	12
8	18.04	18.73	19.04	19.76	20.33	21.32	21.94	22.56	23.16	23.93	24.36	24.74
9	18.95	19.76	20.33	20.92	21.53	22.56	23.16	23.93	24.68	25.40	25.86	26.36
10	19.88	20.73	21.34	21.95	22.63	23.72	24.46	25.17	25.95	26.74	27.22	27.74
11	20.67	21.65	22.33	23.05	23.77	25.03	25.83	26.66	27.55	28.41	28.96	29.47
12	21.77	22.84	23.56	24.31	25.09	26.42	27.30	28.18	29.10	30.03	30.60	31.15
13	23.00	24.09	24.83	25.62	26.43	27.82	28.72	29.63	30.60	31.55	32.16	32.65
14	24.25	25.37	26.16	26.99	27.83	29.24	30.19	31.12	32.13	33.12	33.76	34.27
15	25.51	26.68	27.51	28.37	29.25	30.70	31.68	32.66	33.70	34.72	35.39	35.96
16	26.83	28.04	28.90	29.80	30.71	32.19	33.21	34.21	35.29	36.37	37.06	38.84
17	28.20	29.43	30.32	31.26	32.20	33.73	34.78	35.82	36.92	38.03	38.77	40.57
18	29.16	30.19	30.72	31.27	31.81	33.11	33.66	34.28	34.90	35.48	36.15	36.83
19	29.57	30.86	31.78	32.74	33.74	35.29	36.38	37.45	38.60	39.73	40.51	42.35
20	31.00	32.31	33.28	34.27	35.31	36.89	38.01	39.13	40.31	41.49	42.30	44.16
21	32.47	33.80	34.81	35.84	36.90	38.52	39.68	40.83	42.04	43.25	44.09	46.01
22	33.95	35.34	36.38	37.44	38.53	40.19	41.38	42.57	43.82	44.36	45.94	47.89
23	35.61	38.01	40.40	41.56	42.75	43.98	44.69	46.53				
36	27.66	28.57	29.04	29.53	30.03	30.55	31.67	32.21	32.82	33.27	33.89	34.53
54	28.97	29.88	30.34	30.86	31.35	31.86	33.02	33.57	34.14	34.67	35.35	36.01
72	29.99	31.20	31.67	32.17	32.67	33.16	34.15	34.93	35.47	36.04	36.73	37.43
120	31.54	32.52	33.00	33.49	33.99	34.50	35.73	36.25	36.82	37.39	38.09	38.81

CONTRACT - SUPPORT PERSONNEL		<u>Placement Range</u>
Daily Rate		
BILINGUAL INSTRUCTORS	1	
ATC INSTRUCTORS	1	
COUNSELOR/EMPLOYMENT ADV	9	
ACCOUNTANT-II, FACILITIES MANAGEMENT SPECIALIST, BUSINESS OFFICE MANAGER	8	
ACCOUNTANT-I, PAYROLL OFFICER, H.R. Officer	6	
ABE/GED Tech, Registrar, Purchasing Agent, Food Service	5	
Tech Level 0	1	new, some computer experience
Tech Level 1	2	A+ certification hardware/software, Microsoft MOUS network + certification, add'l courses moving toward netware
Tech Level 2	3	cert., Microsoft MCSD
Tech Level 3	4	Cisco ICDN and ACRC, AA electronics/computer
Tech Level 4	5	Novell CNA, Cisco CCNA, BA electronic/computer
Tech Level 5	6	Novell CNE, CNI, Cisco CCIE, MCSE, MCA computer

2015 – 2016 CONTRACT SUPPORT PERSONNEL

Range/Step	1	2	3	4	5	6	7	8	9	10
1	177.96	184.98	192.00	199.03	206.05	213.07	220.09	227.13	234.15	241.17
2	199.50	206.51	213.54	220.57	227.59	234.61	241.65	248.66	255.68	262.71
3	221.03	228.06	235.09	242.11	249.13	256.15	263.18	270.21	277.23	284.26
4	242.58	249.59	256.63	263.65	270.67	277.70	284.73	291.74	298.76	305.80
5	264.11	271.15	278.17	285.19	292.21	299.24	306.26	313.28	320.31	327.34
6	285.66	292.68	299.70	306.73	313.75	320.78	327.81	334.82	341.85	348.88
7	292.01	294.86	302.04	309.41	316.95	324.69	332.62			
8	309.72	312.75	320.38	328.21	336.23	344.44	352.86			
9	345.79	349.17	357.72	366.47	375.44	384.64	394.07			
10	371.18	374.80	383.99	393.40	403.05	412.94	423.08			
11	338.28	344.24								

2016-2017 Contract Support Personnel

Range/Step	1	2	3	4	5	6	7	8	9	10
1	185.46	192.48	199.50	206.53	213.55	220.57	227.59	234.63	241.65	248.67
2	207.00	214.01	221.04	228.07	235.09	242.11	249.15	256.16	263.18	270.21
3	228.53	235.56	242.59	249.61	256.63	263.65	270.68	277.71	284.73	291.76
4	250.08	257.09	264.13	271.15	278.17	285.20	292.23	299.24	306.26	313.30
5	271.61	278.65	285.67	292.69	299.71	306.74	313.76	320.78	327.81	334.84
6	293.16	300.18	307.20	314.23	321.25	328.28	335.31	342.32	349.35	356.38
7	299.51	302.36	309.54	316.91	324.45	332.19	340.12			
8	317.22	320.25	327.88	335.71	343.73	351.94	360.36			
9	353.29	356.67	365.22	373.97	382.94	392.14	401.57			
10	378.68	382.30	391.49	400.90	410.55	420.44	430.58			
11	345.78	351.74								

Eligibility for a step increase requires that the employee has worked at least 75 percent of the work days established for that position classification during the prior school year.

ARTICLE XXVII. ADDED DUTY

Employees who voluntarily assume added duty assignments shall be compensated in accordance with the applicable provision of the current Negotiated Agreement between the District and the NAEA, July 1, 2014-June 30, 2016.

*This Negotiated Agreement between the Northwest Arctic
Borough School District and the Northwest Arctic
Educational Support Personnel Association includes all of
the preceding articles and provisions.*

RATIFIED BY:

NORTHWEST ARCTIC BOROUGH
SCHOOL DISTRICT

Date: _____

Superintendent, NWABSD

RATIFIED BY:

NORTHWEST ARCTIC
EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

Date: _____

President, NWAESPA

Northwest Arctic Borough School District Health Care Plan
Group No: 12431
Summary Plan Description
FY 16

Premium Cost to the Employee - \$840

MEDICAL SCHEDULE OF BENEFITS BENEFIT DESCRIPTION	BENEFIT	
LIFETIME MAXIMUM BENEFIT	Unlimited	
OVERALL CALENDAR YEAR MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR DEDUCTIBLE	In Network	Out of Network
(combined with Prescription Drug Card benefits)		
Single	\$50	\$100
Family	\$150	\$300
CALENDAR YEAR OUT-OF-POCKET MAXIMUM		
(combined with Prescription Drug Card benefits - Includes Deductibles)		
Per Individual	\$750	\$2000
Per Family	\$1500	\$4000
Penalty		
If you fail to obtain precertification or fail to notify the Medical Management Program Administrator within the time periods described under Medical Management, Covered Expenses will be reduced by 50% per occurrence and this penalty amount will not accumulate toward any Out-of-Pocket Maximum limit.		

Medical Benefits	
Allergy Services (all)	90% after Deductible
Ambulance Services	90% after Deductible
Audiocare (hearing exams and hearing aids)	80%; Deductible waived
Maximum Benefit	One hearing aid every 3 year period
Birthing Center	100%; Deductible waived
Chemotherapy (Outpatient)	90% after Deductible
Chiropractic Care/Spinal Manipulation	90% after Deductible
Diagnostic Testing, X-Ray and Lab Services (Outpatient)	90% after Deductible
Durable Medical Equipment (DME)	90% after Deductible
Emergency Room Visits (includes x-ray and lab)	90% after Deductible

Air Ambulance/Commercial Airlines	90% after Deductible
Home Health Care	90% after Deductible
Calendar Year Maximum Benefit	100 visits; one visit per day

BENEFIT DESCRIPTION	BENEFIT
Hospice Care	
Inpatient and Outpatient	100%; Deductible waived
Hospital Expenses or Long-Term Acute Care Facility/Hospital (facility charges)	
Inpatient Providence Alaska Medical Center and Participating Provider Facilities Non-Participating Provider Facility Services Outside Participating Provider Network Area	90% after Deductible 70% after Deductible 80% after Deductible
Room and Board Allowance*	*Semi-Private Room Rate
Room and Board Allowance - Long-Term Acute Care Facility	First 60 days at 50% and the next 30 days at 25% of the semi-private rate of the last Hospital confined
Intensive Care Unit	3 times semi-private room rate
Miscellaneous Service and Supplies (includes x-ray and lab) Providence Alaska Medical Center and Participating Provider Facilities Non-Participating Provider Facility Services Outside Participating Provider Network Area	90% after Deductible 70% after Deductible 80% after Deductible
Outpatient Providence Alaska Medical Center and Participating Provider Facilities Non-Participating Provider Facility Services Outside Participating Provider Network Area	90% after Deductible 70% after Deductible 80% after Deductible
* A private room will be considered eligible when Medically Necessary. Charges made by Hospital having only single or private rooms will be considered at the least expensive rate for a single or private room.	

Mental Disorders and Substance Use Disorders	
Inpatient and Outpatient Facility Charges Providence Alaska Medical Center and Participating Provider Facilities	90% after Deductible
Non-Participating Provider Facility	70% after Deductible
Services Outside Participating Provider Network Area	80% after Deductible
Inpatient and Outpatient Professional Fees and All Other Services	90% after Deductible
Emergency Care (ambulance and emergency room)	90% after Deductible
Outpatient Surgical Facility Providence Alaska Medical Center and Participating Provider Facilities	90% after Deductible
Non-Participating Provider Facility	70% after Deductible
Services Outside Participating Provider Network Area	80% after Deductible

BENEFIT DESCRIPTION	BENEFIT
Physical Therapy	90% after Deductible
Physician's Services	
Inpatient/Outpatient Services/Office Visits	90% after Deductible
Pre-Admission Testing (Outpatient)	100%; Deductible waived
Routine Care (includes the office visit, lab tests, x-rays, routine testing, vaccinations or inoculations, well child care, annual pap smears, annual mammograms, colon exams, and PSA testing)	90% after Deductible
Second Surgical Opinion	100%; Deductible waived
Skilled Nursing Facility and Rehabilitation Facility	100%; Deductible waived
Combined Calendar Year Maximum Benefit	90 days
Transplants	

Aetna IOE Providers	90% after Deductible (Aetna IOE program)*
Non-Aetna IOE Providers	No Coverage
Transportation	100%; Deductible Waived
* Please refer to the Aetna Institute of Excellence (IOE) Program section of this Plan for a more detailed description of this benefit, including transportation and lodging maximums.	
All Other Medical Expenses	90% after Deductible

Northwest Arctic Borough School District Health Care Plan
Group No: 12431
Summary Plan Description
FY 17

Premium Cost to the Employee - \$840

MEDICAL SCHEDULE OF BENEFITS BENEFIT DESCRIPTION	BENEFIT	
LIFETIME MAXIMUM BENEFIT	Unlimited	
OVERALL CALENDAR YEAR MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR DEDUCTIBLE	In Network	Out of Network
(combined with Prescription Drug Card benefits)		
Single	\$50	\$150
Family	\$150	\$300
CALENDAR YEAR OUT-OF-POCKET MAXIMUM		
(combined with Prescription Drug Card benefits - Includes Deductibles)		
Per Individual	\$750	\$2000
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Diagnostic Testing, X-Ray and Lab Services (Outpatient)	90% after Deductible
Durable Medical Equipment (DME)	90% after Deductible
Emergency Room Visits (includes x-ray and lab)	90% after Deductible

Air Ambulance/Commercial Airlines	90% after Deductible
Home Health Care	90% after Deductible
Calendar Year Maximum Benefit	100 visits; one visit per day

BENEFIT DESCRIPTION	BENEFIT
Hospice Care	
Inpatient and Outpatient	100%; Deductible waived
Hospital Expenses or Long-Term Acute Care Facility/Hospital (facility charges)	
Inpatient Providence Alaska Medical Center and Participating Provider Facilities	90% after Deductible
Non-Participating Provider Facility	70% after Deductible
Services Outside Participating Provider Network Area	80% after Deductible
Room and Board Allowance*	*Semi-Private Room Rate
Room and Board Allowance - Long-Term Acute Care Facility	First 60 days at 50% and the next 30 days at 25% of the semi-private rate of the last Hospital confined
Intensive Care Unit	3 times semi-private room rate
Miscellaneous Service and Supplies (includes x-ray and lab) Providence Alaska Medical Center and Participating Provider Facilities	90% after Deductible
Non-Participating Provider Facility	70% after Deductible
Services Outside Participating Provider Network Area	80% after Deductible
Outpatient Providence Alaska Medical Center and Participating Provider Facilities	90% after Deductible
Non-Participating Provider Facility	70% after Deductible
Services Outside Participating Provider Network Area	80% after Deductible
* A private room will be considered eligible when Medically Necessary. Charges made by Hospital having only single or private rooms will be considered at the least expensive rate for a single or private room.	

Mental Disorders and Substance Use Disorders	
Inpatient and Outpatient Facility Charges Providence Alaska Medical Center and Participating Provider Facilities	90% after Deductible
Non-Participating Provider Facility	70% after Deductible
Services Outside Participating Provider Network Area	80% after Deductible
Inpatient and Outpatient Professional Fees and All Other Services	90% after Deductible
Emergency Care (ambulance and emergency room)	90% after Deductible
Outpatient Surgical Facility	
Providence Alaska Medical Center and Participating Provider Facilities	90% after Deductible
Non-Participating Provider Facility	70% after Deductible
Services Outside Participating Provider Network Area	80% after Deductible

BENEFIT DESCRIPTION	BENEFIT
Physical Therapy	90% after Deductible
Physician's Services	
Inpatient/Outpatient Services/Office Visits	90% after Deductible
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