

United Special Education Service Employees

Local 4688
APEA/AFT (AFL-CIO)

&

Special Education Service Agency

Collective Bargaining Agreement

July 1, 2020 – June 30, 2023

Contents

PREAMBLE	6
DEFINITIONS	6
Agency	6
Agency Work Calendar	6
Agency Closure Days	6
Approved.....	6
Contract Addendum - A modification of an Employee contract as agreed between the Agency and Employee.....	6
Contract Day	6
Days.....	6
Employee	6
FTE/Full Time Equivalent.....	7
In House Days	7
Non - contract Day	7
Non-standard Work Calendar	7
Project/Program Coordinator	7
Standard Contract.....	7
Standard Work Calendar	7
Union.....	7
Union Representative	7
Unscheduled Day.....	7
ARTICLE 1 SALARY.....	8
Section 1. Salary Schedule.....	8
Section 2. Initial Salary Placement.....	8
Section 3. Movement on the Schedule	9
Section 4. Educational Credit.....	10
Section 5. General Provisions.....	11
Section 6. Rehires.....	11
Section 7. Stipends	11
ARTICLE 2 PAY PROCEDURES	12
Section 1. Pay Periods	12
Section 2. General Conditions.....	12

Section 3. Salary Address.....	12
Section 4. Pay Discrepancies.....	13
Section 5. Termination Pay.....	13
ARTICLE 3 TRAVEL AND PER DIEM.....	13
Section 1. Advances.....	13
Section 2. Meal Allowances.....	14
Section 3. Travel Cost Reimbursement.....	15
Section 4. Airline Tickets.....	15
Section 5. Private Vehicles.....	15
Section 6. Personal Travel.....	15
Section 7. Travel Benefits.....	15
Section 8. Anchorage Parking and Taxi Reimbursement.....	16
ARTICLE 4 HEALTH INSURANCE	16
ARTICLE 5 WORKERS' COMPENSATION	17
ARTICLE 6 PAYROLL DEDUCTIONS	17
Section 1. Union Dues.....	17
Section 2. Optional Insurance Premiums.....	18
Section 3. Tax Deferred Saving Plan.....	18
ARTICLE 7 HOLIDAYS.....	18
Section 1. Holidays Paid	18
ARTICLE 8 PERSONAL DAYS	19
ARTICLE 9 LEAVE PROCEDURE/NOTIFICATIONS.....	19
Section 1. Leave Procedure	19
Section 2. Leave Notifications.....	20
ARTICLE 10 SICK LEAVE	20
Section 1. Accrual Rate.....	20
Section 2. Sick Leave Usage	21
Section 3. Reporting of Sick Leave	21
Section 4. Sick Leave Donations	21
ARTICLE 11 LEGAL LEAVE	22
ARTICLE 12 CIVIC LEAVE	23
ARTICLE 13 FAMILY LEAVE.....	24
Section 1. Maternity Leave	24

Section 2. Paternity Leave	24
Section 3. Adoptive Leave	24
Section 4. Statutory Family Leave	24
ARTICLE 14 MEDICAL UNPAID LEAVE	24
ARTICLE 15 PERSONAL UNPAID LEAVE.....	25
ARTICLE 16 EDUCATIONAL LEAVE	25
ARTICLE 17 OTHER APPROVED LEAVES OF ABSENCE.....	26
ARTICLE 18 POSITION DESCRIPTION.....	26
ARTICLE 19 EVALUATIONS	26
Section 1. Employee Evaluations by Supervisors.....	26
Section 2. Supervisor Evaluations by Employees.....	27
ARTICLE 20 PERSONNEL FILES	27
ARTICLE 21 EMPLOYEE DISCIPLINE	28
ARTICLE 22 GRIEVANCES.....	29
Section 1. Definitions.....	29
Section 2. Procedures	30
Section 3. Grievance Levels.....	30
Level One:.....	30
Level Two:.....	31
Level Three:	31
Level Four:	31
ARTICLE 23 COMPLAINTS AGAINST EMPLOYEES	32
Section 1. Complaints Against Employees	32
Section 2. Respectful Workplace.....	32
ARTICLE 24 CONDITIONS	32
Section 1. Contract Length	32
Section 2. Non-contract Days.....	33
Section 3. Hours.....	33
Section 4. Travel.....	34
Section 5. Requests to Work Less than 1.0 FTE	34
Section 6. Lunch Periods	35

Section 7. Flex Schedules	35
Section 8. Exempt Employee Handbook	35
ARTICLE 25 WORKING AT HOME	35
Section 1. Working at Home	35
Section 2. Working at Home Agreement	35
Section 3. Hours of Duty	35
Section 4. Terms and Conditions of Employment	36
Section 5. Individuals Requiring Care in Residence	36
Section 6. Advance Notification by Employee	36
Section 7. Emergency at the Office	36
Section 8. Emergency at Home	36
Section 9. Verification	36
Section 10. Agency Records	37
Section 11. Adverse Personnel Action	37
Section 12. Termination of Working at Home Agreement	37
Section 13. Liability/Responsibility	37
ARTICLE 26 RURAL WORKING CONDITIONS	38
ARTICLE 27 PROFESSIONAL DEVELOPMENT	38
ARTICLE 28 RESIGNATION	39
ARTICLE 29 PROMOTION AND POSITION VACANCIES	39
ARTICLE 30 PROBATION	40
Section 1. Probationary Period	40
Section 2. Employee Release	40
ARTICLE 31 SENIORITY	40
ARTICLE 32 LAYOFF PROCEDURES	40
Section 1. Layoff Alternatives	40
Section 2. Layoff	41
Section 3. Recall Procedures	41
ARTICLE 33 UNION RIGHTS	42
ARTICLE 34 EMPLOYEE INDEMNIFICATION	43
ARTICLE 35 PRINTING AND DISTRIBUTION	43
ARTICLE 36 STATUS OF THE AGREEMENT	44

ARTICLE 37	SEPARABILITY AND SAVINGS	44
ARTICLE 38	CONCLUSION OF BARGAINING.....	44
ARTICLE 39	DURATION OF AGREEMENT	45
ATTACHMENT A	SALARY SCHEDULE.....	47

PREAMBLE

The Special Education Service Agency, hereinafter the "Agency", recognizes the United Special Education Service Employees Local #4688 an affiliate of the American Federation of Teachers, hereinafter the "Union", as the exclusive collective bargaining agent for all non-supervisory, certificated employees of the Agency. In addition, the Union shall represent any new positions created during the term of this Agreement with like or similar job functions and/or employees at the same organizational level.

The primary purpose of this Agreement is to establish terms and conditions of employment.

DEFINITIONS

Agency - Special Education Service Agency.

Agency Work Calendar - A twelve-month agency-wide calendar for each fiscal year, showing In-house days and weeks, scheduled Holidays, Agency Closure Days, and the starting and ending dates of the Standard Work Calendar.

Agency Closure Days - Weekdays, excluding scheduled holidays, over the Christmas to New Year's holiday period which are designated by the Agency Work Calendar as days the Agency office shall be closed.

Approved - Unless otherwise specified, having the written consent of the appropriate Agency administrator.

Contract Addendum - *A modification of an Employee contract as agreed between the Agency and Employee.*

Contract Day - A work day, paid Holiday or paid leave day, or portion thereof, which is counted toward the number of days specified in the employee's contract. Weekend days, unscheduled days and Agency Closure days must be approved in writing to be counted as contract days.

Days - Workdays, excluding weekends and paid holidays, except as noted within this Agreement.

Employee - All non-temporary, non-supervisory, credentialed staff.

FTE/Full Time Equivalent - The number of an Employee's full contract days divided by the number of days in a Standard Contract.

In House Days - Contract Days, scheduled by the Agency, for purposes including staff development and program planning.

Lead Representative - Employee with additional job functions for program coordination, but having no staff supervisory responsibilities.

Non - contract Day - A weekday scheduled for work as a contract day within a Standard Work Calendar or Non-Standard Work calendar, but not worked or paid.

Non-standard Work Calendar - An approved individual work calendar that does not conform to the Standard Work Calendar.

Project/Program Coordinator - Position coordinating a project but having no staff supervisory responsibilities.

Standard Contract - An employment contract for 184 full Contract Days, including combinations of less than full Contract Days, which shall constitute a 1.0 FTE level of employment.

Standard Work Calendar - An Agency defined work calendar which normally begins mid-August, ends mid-May, that includes 184 contract days, designates Agency Closure Days, and provides for 10 unpaid Non-contract Days.

Union - United Special Education Service Employees Local #4688, an affiliate of the Alaska Public Employees Association/ American Federation of Teachers.

Union Representative - Designated members of United Special Education Service Employees Local #4688 and/or staff representative of the APEA/AFT.

Unscheduled Day - A weekday which falls within the period of a work calendar but, which is not scheduled for work. Generally applicable only to non-standard work calendars.

ARTICLE 1 SALARY

Section 1. Salary Schedule

On July 1 2020 the current salary schedule (2019-2020) shall be increased by \$5000.00 per cell. (Attachment A)

Section 2. Initial Salary Placement

Credits and/or degrees applicable to this section must be in education or another major appropriate to the position for which the employee is being hired, and earned from an accredited college or university. Additional requirements for qualifying for salary ranges higher than the Bachelor's Degree range are as follows:

- a. Bachelor's Degree + 18: Transcripts must be submitted showing eighteen (18) semester hours, of which no more than seven (7) may be less than 400 level courses, subsequent to the granting of the Bachelor's Degree.
- b. Bachelor's Degree + 36 w/Master Degree: Employees new to the agency after July 1992 may not be placed on any Master Degree column unless possessing the degree.

Official transcripts must be submitted showing the granting of the degree, or a transcript plus certification that the actual requirements have been met and the degree is to be granted on a specific date. Master Degree other than the field of education will be accepted only if approved by the executive director as applicable to the employee's work assignment.

- c. Bachelors +54 w/ Master's Degree: Transcripts must be filed showing at least fifty-four (54) semester hours of credit subsequent to receiving the Bachelor's Degree. No more than twenty-one (21) of the fifty-four (54) hours may be less than 400 level courses.
- d. Bachelors + 72 w/ Master's Degree: Transcripts must be filed showing at least seventy-two (72) semester hours of credit subsequent to receiving the Bachelor's Degree. No more than twenty-four (24) of the seventy-two (72) hours may be less than 400 level courses.
- e. Bachelors + 90/ w/ Master's Degree or Earned Doctorate: Transcripts must be filed showing at least ninety (90) semester hours of credit subsequent to receiving the Bachelor's Degree, or transcripts filed showing the award of an earned doctorate

degree or transcripts plus certification that the degree requirements have been met and the degree is to be granted on a specific date. No more than twenty-seven (27) of the ninety

(90) may be less than 400 level courses. Employees with an Earned Doctorate shall have their salary step increased by \$1500, as established by the Bachelors + 90 w/ Master's Degree or Earned Doctorate salary schedule column.

One quarter hour equals 2/3 semester hours for the purpose of this section.

Part time employees' salaries shall be calculated by multiplying the full-time salary by their FTE. New employees holding Bachelor Degrees only may bring not more than five years' experience into the Agency for the purpose of initial placement on the salary schedule. New employees holding Master Degrees may not bring more than seven years' experience into the Agency for the purpose of initial placement.

Section 3. Movement on the Schedule

Employees must be employed by the Agency at a minimum employment level of .75 FTE in order to achieve vertical movement on the schedule. However, Agency and non-agency work experience which is equal to a .75 Agency FTE or greater during the first year of Agency employment shall allow for vertical movement if such experience would have been counted towards initial placement.

Credits and/or degrees applicable to this section must be in the employee's present teaching area, or in an agency certificated employment area and earned from an accredited college or university. Additional requirements for qualifying for salary ranges higher than the Bachelor's Degree range are as follows:

- a. Bachelor's Degree + 18: Transcripts must be submitted showing eighteen (18) semester hours, of which no more than seven (7) may be less than 400 level courses, subsequent to the granting of the Bachelor's Degree.

- b. Bachelor's Degree + 36 w/Master Degree: Transcripts must be filed showing at least thirty-six (36) semester hours, of which no more than twelve (12) may be less than 400 level courses, subsequent to receiving the Bachelor Degree. Employees new to the agency after July 1992 may not be placed on any Master Degree column unless possessing the degree.

Official transcripts must be submitted showing the granting of the degree, or a

transcript plus certification that the actual requirements have been met and the degree is to be granted on a specific date. Master Degree other than the field of education will be accepted only if approved by the executive director as applicable to the employee's work assignment.

c. Bachelors +54 w/ Master's Degree: Transcripts must be filed showing at least fifty-four (54) semester hours of credit subsequent to receiving the Bachelor's Degree. No more than twenty-one (21) of the fifty-four (54) hours may be less than 400 level courses.

d. Bachelors + 72 w/ Master's Degree: Transcripts must be filed showing at least seventy-two (72) semester hours of credit subsequent to receiving the Bachelor's Degree. No more than twenty-four (24) of the seventy-two (72) hours may be less than 400 level courses.

e. Bachelors + 90/ w/ Master's Degree or Earned Doctorate: Transcripts must be filed showing at least ninety (90) semester hours of credit subsequent to receiving the Bachelor's Degree. No more than twenty-seven (27) of the ninety (90) may be less than 400 level courses, or transcripts filed showing the award of an earned doctorate degree or transcripts plus certification that the degree requirements have been met and the degree is to be granted on a specific date. Employees with an Earned Doctorate shall have their salary step increased by \$1500, as established by the Bachelors + 90 w/ Master's Degree or Earned Doctorate salary schedule column.

Section 4. Educational Credit

a. Salary placement credit may be approved by the Executive Director for course work including non-credit workshops, courses, and clinics approved for Continuing Education Unit credit by an appropriate professional organization. The formula for conversion of such workshop clock hours for application to salary placement shall be: Workshop clock hours/30 equals 1 semester hour.

The Executive Director may convene a committee composed of 2 members from the Union and 2 members from the Agency to review requests for Continuing Education credit and make recommendations to the Executive Director.

b. One quarter hour equals 2/3 semester hours for the purpose of this section.

c. Horizontal movement shall occur when transcripts have been submitted in

addition to normal vertical movement as described above. All official transcripts of course work must be received by the Agency not later than September 30th of the year in which horizontal movement is to occur. The salary adjustment for a new placement shall be effective not earlier than the documented date of completion of the qualifying credit(s). Upon horizontal movement, up to one step of vertical movement shall be credited.

Section 5. General Provisions

- a. All employees shall receive a salary placement statement no later than the beginning of each work year. The statement shall indicate their placement on the schedule. Any salary discrepancies must be identified by the parties when discovered. Adjustments, if any, shall be retroactive to the beginning of the fiscal year of discovery.
- b. When an employee's work year is extended/reduced beyond/below 184 days, the employee shall be compensated at 1/184th of his/her salary for each additional day worked or reduced.
- c. At the Agency's discretion, special project assignments through contract addenda or special project contracts may be written for amounts not related to the employees' salary or per diem rate of pay. Acceptance of such contracts or assignments will be voluntary on the part of the employee.
- d. New employees holding Bachelor Degrees only may bring not more than five years' experience into the Agency for the purpose of initial placement on the salary schedule. New employees holding Master Degrees may not bring more than seven years' experience into the Agency for the purpose of initial placement. All existing employees shall carry into this Agreement all of their years of service, subject to conditions defined in this section.

Section 6. Rehires

At the Executive Director's discretion, a former employee may be rehired at the same step he/she was at before separation, and experience acquired during separation may allow for additional step placement.

Section 7. Stipends

- a. Project/Program Coordinators shall receive an annual stipend of at least \$500.00 (FTE).

b. LID Lead Representatives shall receive an annual stipend based upon the total number of budgeted specialist positions in their program. Employees sharing a LID Lead Representative position shall receive portions of the stipend.

c. The LID Lead Representative stipend amounts shall be at least:

- Programs with 1-2 positions \$500.00 (FTE)
- Programs with 3-4 positions \$700.00 (FTE)
- Programs with 5 or more positions \$1,000.00 (FTE)

d. Employees assigned mentor duties shall receive a stipend of \$500 per assigned mentee.

ARTICLE 2 PAY PROCEDURES

Section 1. Pay Periods

Employees shall be paid in ten, eleven or twelve payments each year, as available and appropriate to the period of their employment. The employee will inform the Agency of the number of pay periods he/she elects on the first workday of the employee's contract year. All payments shall be equal. In all instances the paychecks shall be issued on the last day of the month and summer paychecks shall be issued on the last day of the contract year in separate checks.

Section 2. General Conditions

The Agency shall itemize all deductions of any type on the employees pay stub so that the employee can clearly determine the purpose for which amounts have been withheld. In addition, employees will receive a monthly accounting of all leave accruals, balances and usages.

Section 3. Salary Address

Employees normally receive their pay at work. An employee may elect, in writing, to have his/her paycheck mailed to a designated address of their choice, or electronically deposited to the financial institution of the employee's designation. A change of address shall be transmitted, in writing, to the Agency no later than the fifth working day of the month in which the change is to be affected. Employees may also designate an individual to pick up their paycheck for them provided the designee is so authorized in writing.

Section 4. Pay Discrepancies

The employee and the Agency agree to notify one another of any pay discrepancies upon discovery. Underpayment of any amount and overpayment of \$100 or less shall be settled by the parties within three (3) days of both parties confirming the discrepancy, unless otherwise mutually agreed. Overpayment greater than \$100 shall be deducted from the following payroll unless an alternative repayment agreement is requested by the employee and is approved by the Executive Director. Repayment must occur within one year of discovery. Pay discrepancies which have not been discovered within eighteen months are not subject to collection.

Salary schedule placement disputes are not considered pay discrepancies.

Section 5. Termination Pay

In cases of layoff, involuntary termination, retirement, or terminations by mutual agreement all final expense reimbursements or compensation settlements, including the payback of unearned salary shall be made within three (3) days.

In case of voluntary termination thirty (30) days written notice shall be given to the Agency and all final expense reimbursements or compensation settlements shall be made within three (3) days of the employee's last day.

ARTICLE 3 TRAVEL AND PER DIEM

Section 1. Advances

Not later than three business days prior to first day of travel in a fiscal year employee covered by this agreement shall receive from the Agency a travel advance of \$3000.

Repayment shall occur by payroll deduction from their final payroll of the contract year. Employees may request less than the full advance in writing. The travel advance shall be used for the purpose of paying transportation, meals, lodging, car rental and other reasonable and customary costs associated with Agency travel.

When commercial facilities are not available, lodging expenses will be limited to \$50/night or the local district's established rate for lodging in district facilities, unless approved in advance. Receipts are required for all reimbursements except meals and ordinary portage services, and shall be reconciled at the completion of each trip.

Reimbursements of travel expenses shall occur not less than once each month of the work year unless the employee used or will use the entire advance at which time the reimbursement will be done as soon as possible prior to the next scheduled trip. The employee will provide at least three (3) days' notice to his/her administrator or the finance officer when an early reimbursement will be needed.

It is recognized that travel advance funds remain the property of the Agency while in the possession of the employee, and the employee may be required to provide an accounting of receipts and disbursements of his/her travel advance, should the use of such funds become questioned by the Agency. Employees placed on voluntary or involuntary unpaid leave for periods exceeding forty work days shall return by money order or cashier's check the full travel advance to the Agency within five business days of receiving their last outstanding travel reimbursement. Prior to the employee's first day of travel upon return to pay status, the Agency shall provide the full advance for the balance of the work year.

Section 2. Meal Allowances

a. A meal allowance for in-state-travel will be allowed an employee who is on travel status for at least three (3) hours between the hours of:

<u>Time</u>	<u>Meal</u>	<u>Allowance</u>
Midnight to 10:00 a.m.	Breakfast	\$12
10:00 a.m. to 3:00 p.m.	Lunch	\$16
3:00 p.m. to Midnight	Dinner	\$32

Breakfast allowance may not be claimed for the first day of travel when travel status begins after 7:00 a.m. Dinner allowance may not be claimed for the last day of travel when the returning flight to Anchorage arrives prior to 6:00 p.m.

b. The above meal allowance rates are the current meal allowance rates as published by and for the State of Alaska. These amounts will be increased commensurate with any increases in the State rates.

c. A meal allowance for out-of-state travel will be paid according to the published federal per diem guide for the destination.

Section 3. Travel Cost Reimbursement

a. The Agency shall reimburse employees the full costs of ground transportation, lodging, hotel, car rental and other reasonable and customary costs associated with Agency travel, which could include, depending on the circumstances, luggage charges, insurance, road assistance and rental car repair costs. Whenever practicable the Agency shall book ground transportation and hotel/lodging. The employee may elect, in writing, to have his/her reimbursement electronically deposited to the financial institution of the employee's designation, irrespective of whether the employee chooses to accept a travel advance.

b. Employees shall be entitled to equipment reimbursement with receipts up to \$200 per contract year.

Section 4. Airline Tickets

The Agency shall book all flights, arrange for the purchase of the tickets and provide the tickets in advance to employees. To reduce costs associated with travel itineraries, employees shall when possible, notify the agency in advance of changes to scheduled travel.

Section 5. Private Vehicles

Employees shall not be required to use their personal vehicles to perform Agency business. Employees who choose to utilize their own vehicles for authorized job-related travel shall be reimbursed at the current available IRS mileage rate.

Section 6. Personal Travel

Personal travel in conjunction with Agency travel may be arranged in full through the Agency. If arranged by the Agency the additional costs, if any, will be paid directly to the Agency in advance by the employee by check or credit card. The determination of additional costs will be as calculated by the Agency. Personal travel does not include any travel directly connected with approved Agency business and unavoidable delays in approved Agency travel due to weather, accident, transportation or other verifiable conditions beyond the employee's control.

Section 7. Travel Benefits

Airline and travel related benefits offered by service providers to passengers will accrue to the private use of individual employees. Should tax rules, related laws or provider regulations/policies change, this section shall be reopened for negotiations.

It is agreed that the agency shall be indemnified and held harmless from any claims arising from the implementation of this paragraph.

Airline and travel related benefits offered by service providers through corporate memberships, credit accounts, etc. will accrue to the Agency. The Agency may require use of Agency credit cards or other accounts for travel costs incurred by employees. Such use will not affect the employee's accrual and use of passenger benefits under such programs.

Section 8. Anchorage Parking and Taxi Reimbursement

Employees will be reimbursed for necessary parking and Anchorage taxi expenses related to travel for the Agency.

ARTICLE 4 HEALTH INSURANCE

a. The Agency health insurance plan providing major medical, dental, vision, audiological and life insurance shall be available to employees who are contracted at an annualized level of employment of .5 FTE or greater. The Agency shall pay the full cost (employee and employee dependent(s)) premiums for all employees who are employed at an annualized FTE of .75 FTE or greater. At employment levels between .5 FTE and .75 FTE, the Agency shall pay a pro rata of the Agency percentage of premium costs equal to the employee FTE, and the employee will pay the remaining percentage of premium costs.

Health insurance coverage shall begin and end as specified in the Agency plan. However, insurance premiums shall be paid as above through August for employees who have completed at least a .75 FTE contract or have completed what would have been at least a .75 FTE contract, had their employment with the Agency started earlier in the year. During the life of this agreement, the plan shall be that which is described in the booklet (as amended) titled "Group Health Care and Life Insurance Plan - Information Booklet - For Employees of the State of Alaska and Political Subdivisions - Plan III, January 1, 2020." The Agency may explore alternate group health plans with other providers. However, any change from The State of Alaska Political Subdivision healthcare plan must be by mutual agreement with the Union.

During any period of unpaid leave in excess of 30 consecutive calendar days or layoff, an employee may elect to continue all types of insurance coverage by electing to reimburse the Agency for the full costs of such coverage. The election of an employee to continue coverage must be made as required by COBRA.

b. The Agency shall allow employees to participate in any Agency IRS '125 Flexible Benefits Plan.

c. The Agency shall allow employees to participate in any Employee Assistance Program offered by the Group Health Care and Life Insurance Plan provider.

d. Group Disability Insurance
The Agency shall provide an employer funded group disability insurance plan and group life insurance plan.

ARTICLE 5 WORKERS' COMPENSATION

An employee who is on workers' compensation shall retain the right to return to his/her former position in the agency for twelve months following the first day of absence as a result of the incident. Thereafter, such employees shall have the right to return to the first available position for which they are qualified.

Employees returning to work from workers' compensation shall have a superior right to return to the Agency above those rights of employees on unpaid leave as defined in this agreement.

An employee on workers' compensation shall be provided all applicable protection and benefits of the law. The employee shall not be subject to layoff as a result of his/her absence or incapacitation. However, should layoffs occur within the Agency for other reasons, the employee's right to recall shall be governed by the recall provision of this agreement.

Should an employee on workers' compensation return to work at a time when a more senior employee is on layoff status the senior employee will be given the option of "bumping" the returning employee if he/she meets the qualifications for the position.

ARTICLE 6 PAYROLL DEDUCTIONS

Section 1. Union Dues

Upon written authorization of an employee, the Agency shall deduct from the pay of the employee, the monthly amount of Union dues. Upon thirty (30) days' notice to the

Agency and the Union an employee may revoke such deduction.

The Union will inform the Agency of the current amount of dues to be deducted and will notify the Agency of any changes in the amount with thirty (30) days' notice.

The Agency shall forward the total monthly dues deductions within the ten (10) workdays following each regular monthly payday, along with a listing of all employees for whom the deductions were made.

Section 2. Optional Insurance Premiums

Upon written authorization of an employee, the Agency shall deduct monthly premiums from the pay of the employee for optional life insurance, optional dependent health insurance, and employee funded group disability insurance.

Section 3. Tax Deferred Saving Plan

The Agency shall provide for monthly payroll deductions for tax deferred savings plans for employees.

In offering its employees the withholding and forwarding of tax deferred savings plan contributions, the Agency assumes no responsibility for the employees' education regarding plans, their selection of plans, contribution rates, tax effects, or their coordination with other retirement or investment programs in which the employee may participate.

ARTICLE 7 HOLIDAYS

Section 1. Holidays Paid

Up to 8 of the following paid scheduled holidays shall be recognized when falling between the starting and ending dates of an employee's contract for employment:

- * New Year's Day
- * Memorial Day
- * Fourth of July
- * Labor Day
- * Thanksgiving Day
- * Day after Thanksgiving

-
- * Christmas Eve Day
 - * Christmas Day

In addition, every employee will be entitled to one floating holiday to be taken by the employee between the starting and ending dates of their contract for employment on a day approved by his/her supervisor. Approval of such time will be given within 10 days of submission of the request. Employees shall not be required to provide reasons for the floating holiday requested. Unused floating holidays may not be carried over from one work year to another.

However, because employees who work a standard work calendar receive a maximum of 8 paid holidays (7 scheduled and 1 floating) employees who work less than a standard work calendar shall only be entitled to 8 paid holidays prorated according to their FTE of a standard work calendar, rounded to the next highest day. A scheduled holiday may only replace a floating holiday if the employee consents.

Employees shall not be eligible for a holiday if the employee is on an unpaid leave status, except personal days in Article 8, the day immediately preceding, or the day of, or the day following, the holiday. Holidays may not be counted as work days or as paid leave days for the purpose of obtaining an alternate day as a holiday.

The Agency will be closed over the Christmas holidays as specified in the Definitions section of this Agreement. These holidays of Christmas Eve Day, Christmas Day and New Year's Day shall be observed and paid during this Agency closure.

ARTICLE 8 PERSONAL DAYS

Each employee will be given up to five (5) unpaid Personal Days during the contract year. Any personal days will be added to the scheduled contract on a one for one basis. Personal days will not normally be taken in conjunction with other scheduled leave or Holidays. Employees shall not be required to provide reasons for personal days requested. Requests for personal days will be made as soon as practical and shall not be unreasonably denied.

ARTICLE 9 LEAVE PROCEDURE/NOTIFICATIONS

Section 1. Leave Procedure

- a. Regular employees returning from approved leave shall be reinstated with length of service rights accumulated as of the starting date of the leave and shall not

be required to serve the initial probationary period.

b. Employees on probationary status returning from approved leave shall be reinstated to probationary status. The probationary period shall be extended by the number of leave days taken, where any combination of paid and unpaid leave days, other than professional development leave, exceeds thirty (30) days in a single contract year.

c. Employees shall be informed in writing prior to signing their first contract whether the position they are taking is vacant due to a leave, for which the person on leave has a guaranteed right of return, and the expected ending date of the leave. Change of an employee's status from filling a guaranteed return leave vacancy to filling an open position shall be noted in writing.

Section 2. Leave Notifications

a. The Agency will notify by mail an employee on approved leave of all information concerning any changes which have occurred in insurance coverage, retirement status, or other benefits at the same time working employees are notified.

b. No later than March 1 of each year, the Agency shall by certified mail attempt to contact each employee who is on long term unpaid leave status and has a right to a vacant position. This mailing will notify the employee of any known or anticipated vacancy for the following contract year. The mailing will also include a Notice of Intent to be completed and returned by the employee by April 1. In the Notice of Intent, the employee will declare his/her intention to return to the Agency, should a position become available, or his/her intent to not return to Agency employment. A statement of no intent to return, or failure to submit a statement postmarked by April 1 shall relieve the Agency of any further requirement in this regard.

c. The employee shall be responsible for keeping the Agency informed of a current address while on leave.

ARTICLE 10 SICK LEAVE

Section 1. Accrual Rate

a. 1.0 FTE employees shall be provided 13.3 sick leave days annually, available after completing the first contract day of each contract. Employees who work more or less than a standard work contract shall be provided sick leave on a prorated basis. While on sick leave employees shall receive payment at their

current salary to the extent that they have sick leave available or contributed.

- b. Unused sick leave accrued but not used shall accumulate without limit.
- c. A false statement by an employee regarding sick leave shall be considered just cause for disciplinary action, including termination by the Agency.

Section 2. Sick Leave Usage

Sick leave shall be granted for the following reasons:

- a. For a medical, dental, licensed mental health practitioner, audiological, vision appointment, disability, illness or injury of the employee spouse, child (including stepchildren or foster children) or grandchildren of the employee (if the responsibility for care giving is that of the employee), or members of households whose close

association with the employee is the equivalent of a family relationship. Such absence, after three (3) days or in cases of suspected abuse, at the discretion of the supervisor, may require written certification by an appropriate professional health care provider.

- b. For the injury or serious illness of an immediate family member (siblings, parents, mother-in-law, father-in-law and grandparents). This leave shall not exceed ten days.
- c. For the death of an immediate family member (spouse, children, siblings, parents, mother-in-law, father-in-law, and grandparents) or members of households whose close association with the employee is the equivalent of a family relationship. This leave shall not exceed ten days.

Section 3. Reporting of Sick Leave

Employees shall notify their supervisor at the earliest possible time of absences resulting from illness or injury, and will report to the supervisor periodically as to the employee's anticipated return date.

Section 4. Sick Leave Donations

In cases of serious disability, illness or injury, of employee, spouse, child (including stepchildren or foster children) or members of households whose close association

with the employee is the equivalent of a family relationship, employees may donate leave in quarter-day increments to other employees under the following conditions

- a. The conditions set forth in Section 2 above shall apply to all such donations.
- b. Employees must use all available personal sick leave or other paid leave before being eligible to use such donations.
- c. Employees shall submit a leave request to their supervisor indicating the number of anticipated days needed. The request shall include a medical doctor's statement confirming that the disability, illness, or injury is serious, and identifying its expected duration.
- d. An employee's use of donated sick leave days shall not exceed forty days per contract year.
- e. The supervisor shall inform the Union of the number of donated sick leave days requested by the employee.
- f. When the Union is advised by the supervisor of the number of days requested by the employee, the Union will collect donations from employees.
- g. On a weekly basis, as the employee uses the donated sick leave days, the Union will give leave request forms (in the order submitted) to the administration for processing.

ARTICLE 11 LEGAL LEAVE

- a. Employees shall be provided leave with pay for work time lost when serving on jury duty, provided that fees paid by the court (except travel and parking expenses) are remitted to the Agency. Service in court when subpoenaed as a witness shall be treated the same as jury duty, provided the employee is not a party to the action. An employee who reports for jury duty and is dismissed, or who has been subpoenaed and is dismissed, shall report for work the remainder of the day.
- b. If suit is brought against an employee for actions taken by said employee within the scope of his/her work assignment or while engaged in activity on behalf of the Agency, the employee shall be entitled to leave with pay for any periods of work which are missed while participating in such proceedings.

-
- c. An employee is not entitled to leave with pay under this section where such employee is engaged in personal litigation nor is a plaintiff in action(s) being taken against the Agency.
 - d. Court leave may be required to be supported by written documents such as a subpoena, Marshall's statement of attendance and compensation for services, per diem, and travel.
 - e. An employee who takes legal leave shall be entitled on return:
 - 1. To be restored to the position of employment held by the employee when the leave commenced; or
 - 2. To be restored to an equivalent position with equivalent employment benefits, pay and other conditions of employment.

ARTICLE 12 CIVIC LEAVE

- a. The Agency shall provide reasonable and necessary time off for employees to vote in local, municipal, state and federal elections, provided the employee is unable to vote outside working hours because of actions of the Agency.
- b. An employee who is appointed to a part time official position with a governmental agency, such as Commission or Board, shall be granted leave with pay for absences from work at reasonable times and intervals and for a reasonable total time if such services are determined by the Executive Director to be of benefit to the Agency and the community. The advance approval of the Executive Director is required before paid leave shall be granted. Notification of denial must be given in writing to the employee within 10 days of the submission of a request.
- c. An employee participating with non-profit organizations may be granted paid leave at reasonable times, intervals, and for a reasonable total time during the year. Authorization may be granted by the Executive Director if such participation benefits the community or the Agency. The advance approval of the Executive Director is required before paid leave shall be granted. Notification of denial must be given in writing to the employee within 10 days of the submission of a request.

ARTICLE 13 FAMILY LEAVE

Section 1. Maternity Leave

A leave of absence for maternity purposes will be granted to cover time needed as a result of pregnancy for a period of up to six weeks and may be extended by mutual agreement for an additional three months. In order to qualify for maternity leave the employee must notify the Agency at least three months prior to the anticipated delivery date. Maternity leave may be charged first to sick leave and then to leave without pay.

Section 2. Paternity Leave

Paternity leave will be granted to male employees for a period up to three weeks which may be charged first to any accumulated sick leave and then to leave without pay, and up to three additional weeks charged to leave without pay.

Section 3. Adoptive Leave

Adoptive leave for the purpose of attending to activities involved in adoption procedures and caring for newly adopted children shall be granted for a period up to three weeks which may be charged first to any accumulated sick leave and then to leave without pay, and up to three additional weeks charged to leave without pay.

Section 4. Statutory Family Leave

Employees may be entitled to paid leave benefits pursuant to the Alaska Family Leave Act and the Federal Family and Medical Leave Act of 1993.

ARTICLE 14 MEDICAL UNPAID LEAVE

a. An unpaid leave for medical purposes shall be granted for up to one year for regular employees. The granting of medical leave will require a letter from the physician treating the employee outlining the nature of the disability and estimating when the employee will be able to return to employment. Upon return from medical leave an employee shall be assigned a position classification at least equivalent to the position held immediately prior to the approved leave, on a position available basis. Employees returning from unpaid medical leave who are not reassigned due to position unavailability may extend for up to one year through the use of personal unpaid leave. Requests for unpaid leave shall be made thirty days in advance, unless impossible.

b. Employees returning from leave shall be reinstated with length of service rights accumulated as of the date of their leave and shall not be required to serve the initial probationary period.

ARTICLE 15 PERSONAL UNPAID LEAVE

a. Employees may be granted unpaid leave for up to one year.

b. Requests for unpaid leave shall be submitted to the Executive Director if possible, by March 1st of the preceding year. Preference shall be given to leave requests based upon date of receipt.

c. Upon return from leave, an employee shall be assigned to the first available position equivalent to that position held immediately prior to the taking of leave or to another position for which the employee is qualified. Employees shall be assigned to available positions in the order in which the personal unpaid leaves were approved, however regular status employees shall have priority over probationary employees. Employees returning from unpaid leave who are not reassigned due to position unavailability may extend their leave for up to one year. Following the leave extension, the Agency shall have no further obligation to rehire the individual.

ARTICLE 16 EDUCATIONAL LEAVE

a. Regular employees may be granted unpaid leave for educational advancement. Application for such leave shall include evidence of acceptance in a graduate or professional program and an education plan describing the content and length of the proposed program or course of study. Once an education plan has been approved and the leave granted, modifications may be approved by the Executive Director. Changes shall be requested in writing as early as practical, and shall not be unreasonably denied by the Agency.

Granting of educational leaves will be based upon the expected benefit to the Agency.

b. Requests for educational leave of one year or longer shall be submitted by March 1 of the preceding year. Requests for leave for less than one year shall be submitted as soon as practical, recognizing that the Agency's consideration of such leaves is based in part upon adequate planning time for alternative staffing. Preference shall be given to leave requests based upon dates of receipt.

c. Employees completing their education program as planned and approved shall be guaranteed return to a position equivalent to that held by the employee at the time the leave was granted. Guaranteed returns shall be effective the next full contract year after timely completion of the employee's education plan.

d. Employees on educational unpaid leave who are unable to complete their plan, but wish to maintain employee leave status with the Agency may apply for unpaid personal leave for up to one contract year.

ARTICLE 17 OTHER APPROVED LEAVES OF ABSENCE

a. The Executive Director may, in the exercise of discretion and to the extent possible, grant up to two weeks leave without pay to an employee.

b. The Executive Director, in the exercise of discretion, may grant job exchanges based on individual requests.

ARTICLE 18 POSITION DESCRIPTION

a. New employees shall be given a copy of their job description by the Agency. Current employees shall also receive a copy of the applicable job description annually.

b. If clarification is needed, the employee may request a review meeting with the supervisor to outline the specific duties and responsibilities of the work assignment.

c. A copy of such job descriptions shall become a part of the employee's official personnel file.

ARTICLE 19 EVALUATIONS

Section 1. Employee Evaluations by Supervisors

Annual written evaluations shall be for the purpose of establishing a record of the employees work performance. The employee's work performance rating shall be based on duties and responsibilities as outlined in the job description and other normal performance expectations of all employees.

-
- a. Employees will be formally evaluated at least once per year. The original copy of the evaluation document will be included in the official personnel file.
 - b. Each probationary employee shall receive a written evaluation not later than half way through the Specialist's contract year.
 - c. Each employee shall receive a written evaluation not less than 30 days prior to the end of their work year, unless that number of days is modified by mutual written agreement.
 - d. An evaluation conference shall be held between the evaluator and the employee within 15 work days of the employee's receipt of the written evaluation unless the employee and the evaluator mutually agree to alter the 15 work day time frame or waive the evaluation conference requirement.
 - e. The employee shall have no more than five days from the date of the evaluation conference or from the date the evaluation conference requirement was waived, to respond in writing to the evaluation. The response will be added to the appropriate section of the evaluation document space permitting, or attached to it.
 - f. The opinion, judgment, and recommendations of the evaluator are not grieveable. An employee may grieve the accuracy of allegations of fact.

Section 2. Supervisor Evaluations by Employees

Employees will be provided an opportunity at least once annually to evaluate the person who has supervising authority over them. The purpose of such evaluations is to provide a communication tool to supervisors for their use in continuing to improve. No employee shall suffer any form of recrimination as a result of his/her evaluation of his/her supervisor. No employee will be compelled to evaluate his/her supervisor. The form used in the supervisor evaluation process has been jointly developed by the Union and the Agency and shall be used unless modified by mutual agreement of the Union and the Agency.

ARTICLE 20 PERSONNEL FILES

An employee shall have the right upon request to review any or all materials originating subsequent to employment with the Agency and placed in the employee's official personnel file. At the request of an employee, a representative of the Union may accompany the employee at such review. The review must be in the presence

of the Agency's designee and must be preceded by reasonable advance notice. The Agency shall maintain one official personnel file for each employee. Upon request, letters of warning and reprimand shall be removed from the official personnel file after one year if the behavior or incidents which occasioned the letters have been satisfactorily abated or remedied.

The Agency shall provide an employee with a copy of any materials which relate to work performance at the time of placement in the official personnel file. Any employee shall have the right to respond in writing to any material placed in such file; the response shall become part of the file.

Anonymous derogatory materials shall not be placed in the official personnel file.

ARTICLE 21 EMPLOYEE DISCIPLINE

a. The Agency retains the right to equitably discipline employees for just cause. Disciplinary actions shall be progressive and, when possible, shall be in private, and shall be treated confidentially.

Disciplinary measures shall ordinarily be invoked in the order listed: verbal warning; written reprimand; suspension; termination. Irrespective of the principles of progressive discipline, intoxication, substance abuse, dishonesty, physical violence, and gross disobedience are just cause for immediate termination.

b. Employees may respond in writing to any written reprimand and have such responses placed in their personnel files.

c. Employees required to attend an investigatory or disciplinary meeting will be provided 24 hours written notice of the time, place, and nature of the meeting. An assertion in general terms of the allegations being investigated is a sufficient description of the "nature of the meeting." The notice will also inform employees of their right to have a Union representative at the meeting. The notice will be simultaneously and electronically sent to the APEA/AFT Field Representative.

d. The Union or employee will notify the Agency as soon as practical to request that the meeting be rescheduled. If a representative is requested and is not available within two (2) days of the meeting time, at the Agency's discretion the meeting may be held without Union representation.

e. The Agency at its discretion may place an employee on paid administrative

leave while investigating allegations, concerns or other business reasons the Agency deems appropriate. Administrative leave with pay is not a disciplinary action

- f. With consent of the affected employee, a copy of all proceeding records generated in the disciplinary conference shall be forwarded to the Union within three (3) days of the date such action was taken
- g. The Agency will, before finalizing any disciplinary action, make every effort to discover whether or not the employee did in fact violate this agreement, a rule or directive of management. The specific allegation(s) must be cited and the employee must be given an opportunity to respond.
- h. The Agency agrees to administer disciplinary action and discharge equitably.
- i. The Agency agrees to explore various alternatives available for disciplinary action prior to terminating any employee.

ARTICLE 22 GRIEVANCES

The purpose of this grievance procedure is to provide a framework within which employees may work toward solving problems as they arise and to guarantee fair treatment to all concerned. Employees shall initially attempt to resolve grievable problems at the lowest possible level through informal and free communications. The Union may participate in such communications if requested by the Agency and/or the grievant.

Section 1. Definitions

- a. "Grievance" shall mean any allegation filed under the terms of this section that there has been a violation, misapplication, or misinterpretation of this Agreement.
- b. "Grievant" shall mean an employee or group of employees who initiate a complaint alleging that the employee or group of employees have been directly injured through a violation, misinterpretation, or misapplication of this Agreement.
- c. "Parties" shall mean the Agency and the Union.
- d. "Days" shall mean days other than weekends or designated holidays, within the standard work year.

Section 2. Procedures

- a.** A grievance must be filed within 20 days of the occurrence or such time the grievant knew or should have known of the alleged act(s) on which the grievance is based. The grievant may be present at all other levels. The grievant shall only be represented by a Union representative
- b.** The Union shall provide the Agency with the names of grievance Union representatives at the beginning of each contract year.
- c.** It may at times become necessary to extend time limits prior to expiration of such limits. These extensions are to be kept to a minimum and must be mutually consented to in writing by the parties.
- d.** No reprisals shall be taken against any employee for processing a grievance or participating in this grievance procedure.
- e.** No written or printed materials dealing with the processing of a grievance shall be filed in the central office personnel files of any of the participants. A report of the final resolution of a grievance shall be filed in a separate grievance file. The grievant's name shall remain confidential and not be shared without the written consent of the grievant except, unless otherwise limited in this Section, the final report of a grievance may be used in subsequent proceedings of the Union, the Agency, or the grievant as evidence of the interpretation of this Agreement established by the proceeding.
- f.** Parties may call and present witnesses at any level of the proceedings. Employee witnesses shall be released from their work assignment as necessary without loss of pay or benefits if the hearing is scheduled during the work day of the witness.

Section 3. Grievance Levels

Level One:

- a.** A Union representative shall file a written grievance with the immediate supervisor or if the grievance is outside of the jurisdiction of the immediate supervisor, the grievance will be initiated at Level Two. The date of this action shall be the Level One filing date.

b. The immediate supervisor shall meet with the grievant if present and representative within five days of receipt of the grievance. The meeting time shall be set by mutual agreement.

c. The immediate supervisor shall render a written decision within ten days of the Level One meeting, and provide it to the Union representative.

Level Two:

a. If the Union is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten days of the Level One meeting, a Union representative may file a written appeal with the Executive Director within fifteen days of the Level One decision or the date the decision was due.

b. Within five days of receipt of the written appeal, the Executive Director shall meet with the Union representative in an effort to resolve the grievance.

c. The Executive Director shall render a written decision within ten days of the Level Two meeting and provide it to the Union representative.

Level Three:

a. If the Union is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within ten days of the Level Two meeting, a Union representative may file a letter with the Executive Director for transmission to the Board setting forth the nature of the grievance and the basis for appealing the decision or inaction of the Executive Director

b. Such an appeal to the Board must be made within fifteen days of the decision of the Executive Director or the date the decision was due.

c. The Board President shall within ten days following receipt of the written appeal of the grievance schedule a hearing in the matter. The hearing must be held within thirty days of the receipt of the appeal. The hearing must be conducted by the full Board or a subcommittee of the Board appointed by the President. The Board shall render a written decision within ten days of the hearing and provide it to the Union representative.

Level Four:

a. If the Union is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered and transmitted within ten days of the Level Three hearing, the grievance may be appealed to final and binding arbitration.

b. A written appeal to arbitration must be filed by a Union representative within twenty days of the receipt of the Level Three decision by the Union representative or the date the decision was due.

c. If the parties cannot agree on an arbitrator within five days from the written appeal the arbitrator shall be selected from a list provided by the Federal Mediation and Conciliation Service in accordance with its rules which likewise govern arbitration proceedings. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The parties shall be bound by the decision of the arbitrator.

d. Costs, if any, charged by the arbitrator shall be assessed by the arbitrator to the losing party. If the arbitrator finds there is no losing party, he/she may determine the appropriate assessment of costs to the parties.

ARTICLE 23 COMPLAINTS AGAINST EMPLOYEES

Section 1. Complaints Against Employees

Generally, the Agency shall respond to specifically expressed concerns from parents, students, school districts, or outside agencies, by encouraging the individual(s) to speak with the employee first. This Article shall not apply to complaints alleging criminal conduct or concerning sexual assault, child abuse, or neglect.

Section 2. Respectful Workplace

Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or bullying, are unacceptable and will not be tolerated. Employees who feel that he/she is being harassed are encouraged to report such incident(s) to the Executive Director or Board President without fear of reprisal. The Agency will investigate and take reasonable and appropriate action.

ARTICLE 24 CONDITIONS

Section 1. Contract Length

The Agency shall determine the Agency Work Calendar (including the Standard Work Calendar) by the last day of the previous standard work calendar. An

individual non- standard work calendar shall be established by mutual agreement not later than the end of the first month worked. Once established an employee's work calendar may be modified at any time by mutual agreement.

In the annual Agency Work Calendar, the Agency shall designate Closure days, excluding scheduled holidays, during which the Agency office shall be closed, and no contract days worked without the prior written approval of the Executive Director or designee. These Agency Closure Days will be scheduled over the Christmas to New Year's holiday period. Paid scheduled holidays shown in Article 7, Section 1, which occurs during periods of Agency Closure will be counted as contract days, when the employee is otherwise eligible for the holiday.

Section 2. Non-contract Days

Standard Work Calendar. The Agency Standard Work Calendar shall allow for ten (10) unpaid non-contract days. Subject to the needs of the program as determined by the Agency, these non-contract days shall be taken in accordance with the individual desires of employees and shall be scheduled as far in advance as practical. Non-contract days shall not be scheduled on In-house days, except with approval of the executive director in his/her discretion. Once established non-contract days may only be changed by mutual agreement or as a result of conditions beyond the control of the Agency. The Agency shall design its annual Agency Work Calendar so that employees who are working a standard work calendar are able to designate ten (10) additional days as non-contract days. These days may be scheduled in any combination of single or consecutive days. They may be scheduled adjacent to Agency Closure Days and/or the Thanksgiving Holidays.

Section 3. Hours

a. The parties recognize that employees are in professional employee classifications. Such employees are not eligible for overtime compensation for hours worked; however, certain flexibility in planning work, through independent judgment is afforded such employees. It is clearly recognized that travel schedules and other professional responsibilities of employees require work beyond the normal day. It is not the intent of the parties to extend the normal work week through the assignment of duties not related to the regular work of the employee.

b. Work Schedule. A normal work schedule for employees will consist of thirty-seven and one-half (37.5) hours of work per work week. Recognizing that the major responsibility of the Agency is to meet the needs of school districts/clients, the employee will develop for the supervisors' approval a work schedule to meet that

responsibility. With supervisor approval, special circumstances may allow for work or travel outside the normal established work week schedule, or justify an out of office work place, or justify an accommodation of employee personal needs which Articles 10-17 leaves do not apply. The parties recognize that mutual professional respect in these matters is required.

Section 4. Travel

Employees shall be considered in work status when on Agency business, and when delays arise because of weather, serious accident, transportation problems or other verifiable conditions beyond their control. Employees must notify the Agency as soon as possible of the delay. Employees may be required to account for their time in order to verify its use as work related. Employees shall be considered in travel status two hours prior to scheduled departure and one hour after flight landing.

Up to one contract day per calendar day may be approved for weekend travel in connection with the delivery of specialist services. To be counted as contract time, weekend travel must be approved on an advance itinerary form, or result from delays of approved week day travel. The employee's best prudent judgment should determine when weather or other circumstances make it unsafe to travel. Retroactive approval will be given for unanticipated weekend travel when, in the best judgment of the employee, weather or other circumstances justify a delay which results in weekend travel. It is possible that such delays may be justified even when air taxis are flying.

Changes to the work calendar as a result of approved weekend travel or work status travel delays requires the approval of the program administrator.

Weekend travel time, in connection with layovers or extended stays, taken for personal reasons of the employee is not considered work status.

Section 5. Requests to Work Less than 1.0 FTE

An employee who desires to work less than a 1.0 FTE contract may request to do so. Such a request must be made in writing and must specify the portion of the work day, week, month, or year which would be affected. Requests and approvals shall be limited to one contract period. The Agency will not arbitrarily or capriciously deny such requests. The Agency will notify the employee of the reasons of approval or denial within twenty (20) workdays.

Section 6. Lunch Periods

An employee shall be entitled to a lunch period up to an hour approximately midway through the employee's work day.

Section 7. Flex Schedules

At the request of an employee flexible scheduling may be requested and, at the discretion of the Agency granted. Flexible work schedules shall be permitted with the written agreement of the employee, his/her supervisor and the Union shall be informed. Such schedules may include job sharing, variable work hours/work days, provisioning for trips, traveling before and after scheduled work hours or such other mutually accepted flexible options.

Section 8. Exempt Employee Handbook

The Exempt Employee Handbook shall be provided to the employee annually.

ARTICLE 25 WORKING AT HOME

Section 1. Working at Home

Working at home is a privilege and not a contractual right. At the employee's request, the Agency may authorize the employee to perform Agency work at his/her primary place of residence in Alaska. Such authorization shall be pursuant to a Working at Home Agreement executed in advance by both the employee and the Agency.

Section 2. Working at Home Agreement

The Working at Home Agreement shall automatically incorporate all of the terms and conditions set forth in this Article. It shall also include terms and conditions specific to the employee, including the day(s) and/or week(s) when working at home is authorized. The duration of a Working at Home Agreement is in the sole discretion of the Agency.

Section 3. Hours of Duty

Working at home hours will be the same as the established employee hours of duty for In-Office work.

Section 4. Terms and Conditions of Employment

The current Negotiated Agreement between the Agency and the USESE Board Policies; Agency regulations and directives; and applicable state, local, and federal laws and regulations; all apply to working at home to the same extent as if the work was performed In-Office. As an example, between the start and end of authorized working at home hours of duty, non-work time requires the same advance leave approvals as absences during In- Office working hours.

Section 5. Individuals Requiring Care in Residence.

If individuals in the residence during employee working at home duty hours require the presence of another individual for care, including child or elder care, or assistance due to a physical or mental condition, the employee shall not assume those care responsibilities during duty hours.

Section 6. Advance Notification by Employee.

When an employee knows in advance of a situation that would preclude working at home pursuant to a Working at Home Agreement, the employee shall either notify the Agency in advance that he/she will be working in the Office, or request leave for those duty hours.

Section 7. Emergency at the Office

Office closures due to emergency situations such as severe weather conditions, power outage, etc., do not impact a Working at Home Agreement, unless the emergency situations also preclude the employee from performing Agency work during home hours of duty.

Section 8. Emergency at Home.

When an emergency at the home precludes the employee from performing Agency work during hours of duty, the employee shall notify the Agency with as much advance written notice as practical under the circumstances. The Agency may either require the employee to report to the Office, or approve leave requested by the employee.

Section 9. Verification

The Agency may take reasonable and appropriate measures to monitor the

employee's productivity during working at home duty hours. Such monitoring may include, but is not limited to, the review of emails, phone logs, computers, reports, and contacts with clients. Agency contacts with the employee by phone/email/or in person may also occur. However, Agency visits at the home during duty hours shall not occur without reasonable advance notice.

To assist in such verification, Employees shall only utilize Agency provided computers to perform Agency work during home duty hours.

Section 10. Agency Records

The Employee shall protect the confidentiality and condition of Agency records while working at home. Such records remain under the ownership and control of the Agency.

Section 11. Adverse Personnel Action

Neither the content of this Article or a Working at Home Agreement precludes the Agency from taking corrective or adverse personnel action against an employee based on conduct or job performance occurring during working at home hours of duty.

Section 12. Termination of Working at Home Agreement

A Working at Home Agreement may be terminated with or without cause, by either party upon advance written notice to the other party, not exceeding 24 hours.

Section 13. Liability/Responsibility

The Agency is not liable for damages to the employee's property resulting from or arising out of a Working at Home Agreement.

The Agency is not responsible for any employee costs resulting from or arising out of a Working at Home Agreement, including, but not limited to, home repair, home maintenance/custodial, utilities, or furnishings.

The employee does not relinquish any entitlement to reimbursement for expenses authorized, in advance, pursuant to a Working at Home Agreement.

ARTICLE 26 RURAL WORKING CONDITIONS

a. The execution of independent judgment in field situations is mandated as a condition of the employee's work life. In the course of serving rural school districts/clients, issues and conditions (weather, air safety, etc.) exist which may impair the work of the employee. When such conditions present a health or safety risk to employees, they shall have the authority to alter their travel plans. When alterations are made the employee will, at the earliest possible time, contact his/her supervisor and advise him/her of the situation.

b. When entering communities' employees shall not be required by the Agency to be subjected to searches of their person or property without proper legal authority by those seeking to search. The employee may decline to work in communities which require such searches.

c. When conditions exist, which require the immunization of employees from illnesses or the Agency requires health screening the Agency shall provide them at no charge to employees. When Employees front the costs of such immunizations, the Agency shall reimburse those costs, following procedures and time lines for other employee reimbursements.

d. With pre-approval, an employee may purchase and be reimbursed for other health/safety equipment, excluding clothing and winter gear, such as portable water filtration. The Agency shall then own the health/safety equipment.

ARTICLE 27 PROFESSIONAL DEVELOPMENT

a. Employees may be granted leave for up to ten days per contract year to attend professional conferences or other professional development activities. Professional leave must be approved by the Executive Director in advance. Costs to attend such professional leave activities may be paid in whole or in part by the Agency when approved by the Executive Director. These activities shall be counted as contract days to the extent they take place on a week day. The Agency may assign professional development activities to employees. When such an assignment takes place, the Agency shall pay for travel/per diem/registration, unless the Agency and the employee agree in writing to a different arrangement. If assigned professional development activities occur on weekends, such weekend days shall be counted as contract days.

b. The Agency shall provide survival training to all new employees and at least

every two years thereafter for all specialist from the date of their most recent survival training.

ARTICLE 28 RESIGNATION

Employees will effectuate their resignation by notifying the Agency in writing not less than thirty calendar days prior to the beginning of the work year. Otherwise, employees will only be released from their contract by mutual agreement with the Agency.

ARTICLE 29 PROMOTION AND POSITION VACANCIES

a. Simultaneous with external advertising, position vacancies to be filled will be advertised internally on E-mail providing at least fifteen days' notice. If internal advertising commences after May 14 and before August 14, U.S. mail shall also be used. However, employees may file a statement of interest with the Executive Director at any time, establishing their interest in specific Agency positions should they be advertised.

b. Employee applicants must submit the required documents specifically outlined in the position vacancy announcement and satisfy all requirements expressed thereon in order to be considered for the position and shall be granted an interview to further determine their qualifications.

c. Employees reclassified to a non-bargaining unit position shall not lose accrued length of service rights established prior to such reclassification if returned to the bargaining unit within 15 months.

d. An employee who accepts a project or grant position outside the bargaining unit for a period of three years or less shall not lose accrued length of service rights established prior to accepting such a position if the employee returns to the bargaining unit within 15 months of the conclusion of the project or grant.

e. Bargaining unit positions created as a result of a grant or project will reflect the pay on the basis of the negotiated salary schedule.

ARTICLE 30 PROBATION

Section 1. Probationary Period

Each new employee shall serve a probationary period. The probationary period shall end on the first day of work in the contract year following the employee's 358th day of employment.

Section 2. Employee Release

a. The Agency reserves the right to release a new employee at any time within the initial probationary period, if in its sole discretion, the Agency finds that the person fails to meet the standards of the Agency

b. Notification of release shall be hand-delivered to the employee unless the employee is on extended leave or layoff status. In such event, notification shall be by both certified (return receipt) and regular mail. Proof of non-delivery satisfies the Agency's notification obligation.

Note: See **other probation items** at:

LAYOFF PROCEDURES - Article 32, Section 3. a.

LEAVE PROCEDURE/NOTIFICATIONS - Article 9, Section 1. a &

b. MEDICAL UNPAID LEAVE - Article 14, Section b.

PAY PROCEDURES - Article 2

PERSONAL UNPAID LEAVE - Article 15, Section b.

ARTICLE 31 SENIORITY

SESA service shall be included in calculating for the purpose of this paragraph. Seniority shall be established from the date of initial employment unless a break in service of more than twelve months, excluding approved leaves, has occurred, except as otherwise provided.

ARTICLE 32 LAYOFF PROCEDURES

Section 1. Layoff Alternatives

The Agency will meet and confer with the Union prior to issuance of layoff notices to employees. Suggested alternatives to layoff may be discussed and considered. Possible alternatives include but may not be limited to: interim compensation

rollbacks, voluntary unpaid leave, or voluntary reductions in work year.

Section 2. Layoff

If the Agency determines to reduce or abolish positions within the bargaining unit, the least senior employee within a program shall be laid off first and the most senior employee within a program shall be laid off last. The term reduce does not apply to the non-renewal of a contract addendum or a special project contract. An employee may bump the least senior person in any program for which he/she meets the most current minimum requirements established by the Agency for the position, provided the employee is more senior than the incumbent.

Employees shall be given a minimum of thirty calendar days advance notice to the date of layoff.

Regular employees in layoff status will have the right of first refusal, based on seniority, to temporary employment contracts for which they are qualified. Notice of a temporary employment contract shall be simultaneously mailed to each regular employee's address as filed with the Agency by the employee and shall state that the employee must exercise his/her right of first refusal by notifying the Agency in writing of his/her acceptance of the contract within fifteen (15) days of mailing, of which the Agency will retain documentation. However, in the event the needs of the Agency mandate a period of time less than fifteen (15) days, the Union and the Agency can agree to a lesser period of time.

Section 3. Recall Procedures

Recall shall occur in inverse order of layoff by program. Employees in layoff status shall retain rights to recall for a period of 24 months. Reinstated employees shall retain their full seniority, shall not serve an initial probationary period, but not receive credit for movement on the wage schedule for the layoff period unless employed while on layoff in their specific discipline for a maximum of one year.

Employees in layoff status shall be entitled to return to their former position, if reestablished. Employees in layoff status shall be given preferential consideration for any vacancy for which they qualify.

Employees who reject recall to the program from which they were laid off shall relinquish all recall rights provided in this Agreement and shall be terminated. Rejection of other programs, of a temporary employment contract, or the same program with less hours per pay period shall not remove recall rights. Employees

who choose to return to a different program shall retain their recall rights to the program from which they were laid off, until refusing to accept an offer in the program from which laid off.

Recall shall be by written certified notice, return receipt requested, to the employee's last known address on file with the Agency and shall require that the employee accept or reject recall within ten days after the delivery date. Proof of non-delivery shall constitute a rejection. Employees accepting recall shall have two weeks from the acceptance of the position to return to work. Should special circumstances prevent a return to work within two weeks the employee shall notify the Agency and arrange a return date acceptable to the Agency. Failure to return to work within the agreed upon time or respond to the certified letter shall be considered a termination. It shall be the employee's responsibility to keep the Agency informed of current phone number and address.

Should an employee on worker's compensation return to work at a time when a more senior employee is on layoff status, the senior employee will be given the option of bumping the returning employee if he/she meets the qualifications for the position.

ARTICLE 33 UNION RIGHTS

a. The union, through its representatives (including, but not limited to, officers and negotiators), shall have the right to transact official union business relevant to representing employees on Agency property at all reasonable times, provided that it does not interfere with or interrupt job assignments or other normal Agency operations. Rooms or other appropriate meeting facilities shall be made available for Union use, outside of normal work hours. Employees shall have access to their work stations and designated printers and to copiers, fax machines, and teleconferencing equipment for conducting Union business outside of normal work hours. The Agency may establish reasonable charges for all such equipment usage.

b If contract negotiations take place during work hours on contract days, Union Negotiators will not suffer any loss of compensation.

c. The Union grievance representatives shall be allowed to represent employees in disciplinary conferences during work hours. The representatives shall not suffer any loss of compensation for the time spent in pursuit of these duties. Union representatives shall have access to all employees covered by the Agreement, not to interfere with the normal operations of the Agency.

d. The Union shall have the right to post notices of activities and matters of union business and concerns on staff bulletin boards as designated by the appropriate site authority. At least one such bulletin board shall be in the work site where bargaining unit members are assigned.

e. The Agency shall furnish the Union with a copy of all material not specified as confidential by the Agency which is prepared for the Board for all regular or special sessions.

f. Professional service contracts or temporary employment contracts shall not be utilized by the Agency to displace employees covered by this agreement. It is recognized, however, that in the event of position vacancies or temporary excessive caseloads, the Agency may use temporary employment contracts for interim services, in order to meet its responsibility to the State. Such uses will not be deemed displacement where the Agency maintains ongoing recruiting efforts to fill vacant positions. The Agency will provide the Union with copies of temporary service contracts within 10 days of execution.

ARTICLE 34 EMPLOYEE INDEMNIFICATION

The Agency will pay for the services of an attorney, of their choosing, and pay liability judgments which result from good faith performance of duties assigned by the Agency. To qualify for this protection, the employee must provide the Agency with immediate notification of any charges filed. If an employee has been found to have engaged in illegal, unethical or immoral activity (according to the Alaska Professional Teaching Practices Commission or court of competent jurisdiction), or exceeded the scope of their authority as vested by the Agency, the employee will not be covered by this article.

ARTICLE 35 PRINTING AND DISTRIBUTION

At the conclusion of bargaining the Union will provide a master copy of the final Agreement to the Agency. The Agency and the Union will be responsible for producing copies of the Agreement to meet their individual needs. The Agency will provide all new hires with a copy of the Agreement at the time of hire.

There shall be three signed copies of the final agreement for the purposes of records, one for the Agency, one for the Union and one for APEA/AFT.

ARTICLE 36 STATUS OF THE AGREEMENT

This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the Agency which shall be contrary to or inconsistent with its terms.

ARTICLE 37 SEPARABILITY AND SAVINGS

In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subject of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of the Agreement with respect to the period covered by this Agreement. The parties hereto agree that negotiations for changes in the Agreement to conform with federal or state laws shall commence within thirty days of the date of said changes.

ARTICLE 38 CONCLUSION OF BARGAINING

It is recognized that the Agency retains all rights, except as otherwise provided by a specific provision of this Agreement, to manage the affairs of the Agency and to direct its work force.

Prior to enacting any change in the terms and conditions of employment, as established by a specific provision of this Agreement, the Executive Director must obtain the approval of the Union. When agreed they must be in the form of a Letter of Understanding.

Prior to enacting any change in any mandatory subject of bargaining not specifically covered by a provision of this Agreement, the Agency will notify the Union of such planned change. The Union may request, within five (5) days of such notice, to open negotiations concerning that change. Such requested negotiations will commence within five (5) days of the request.

In the event of any enactment by the Legislature which creates conditions not specifically covered by this Agreement, the parties agree to immediately negotiate a mutually satisfactory supplement covering such operations.

This Agreement is the entire Agreement between the Agency and the Union. The parties acknowledge that they have fully bargained with respect to terms and

conditions of employment and this Agreement terminates all previous written agreements and concludes all collective bargaining for the duration of this Agreement unless the parties mutually agree otherwise.

ARTICLE 39 DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2020 and continue in full force and effect through June 30, 2023 thereafter from year to year; provided, however that either party may give the other party written notice of its desire to effect changes therein.

Such written notice shall specify the reasons for or the nature of the changes desired and shall be served upon the other party not less than two hundred ten (210) calendar days prior to the end of the initial period of the Agreement or any annual extension thereof. The parties will meet to negotiate on such termination, modifications, or amendments not less than one hundred eighty (180) calendar days prior to the expiration of the initial period of this Agreement or any annual extensions.

Nothing herein will preclude the modifications or amendment of this Agreement at any time by written mutual consent of the parties. Such modifications in written MOAs between the parties shall become a part of this agreement. This agreement will remain in force during negotiations.

ARTICLE 40 EXECUTION

This agreement is executed on behalf of the Special Education Service Agency as approved by the Board.

This Agreement is executed on behalf of the United Special Education Service Employees Local #4688 as approved by the Ratification vote which took place as recorded in the records of the Local.

This Agreement is effective as of the 1st day of July 2020.

Patrick Pillai

Patrick Pillai (Apr 9, 2020)

Patrick Pillai
Executive Director
Special Education Service Agency

Saul Friedman

Saul Friedman (Apr 9, 2020)

Saul Friedman, Esq.
Negotiator
Special Education Service Agency

John Barrowman

John Barrowman
President
Untied Special Education Service Employees

Lyon Johnson

Lyon Johnson (Apr 10, 2020)

Lyon Johnson
Negotiator
Untied Special Education Service Employees

Aimee Smith

Aimee Smith (Apr 10, 2020)

Aimee Smith
Negotiator
Untied Special Education Service Employees

Samantha Weiland

Samantha Weiland (Apr 10, 2020)

Samantha Weiland
Negotiator
Untied Special Education Service Employees

Jennifer Madsen

Jennifer Madsen
Negotiator
Untied Special Education Service Employees
APEA/AFT

ATTACHMENT A

Salary Schedule 2020 -2021, 2021-2022, and 2022-2023

Years	BA	BA+18	B+36 with Masters	B+54 with Masters	B+72 with Masters	B+90 with Masters/Earned Doctorate
1	\$ 50,833	\$ 53,448	\$ 56,067	\$ 58,682	\$ 60,925	\$ 63,540
2	\$ 53,075	\$ 55,691	\$ 58,307	\$ 60,550	\$ 62,794	\$ 65,409
3	\$ 55,318	\$ 57,935	\$ 60,177	\$ 62,420	\$ 64,662	\$ 67,277
4	\$ 57,186	\$ 59,802	\$ 62,045	\$ 64,288	\$ 66,530	\$ 69,148
5	\$ 59,055	\$ 61,672	\$ 63,914	\$ 66,158	\$ 68,399	\$ 71,015
6	\$ 60,550	\$ 63,540	\$ 65,784	\$ 68,025	\$ 70,267	\$ 72,885
7	\$ 62,045	\$ 65,409	\$ 67,652	\$ 69,894	\$ 72,138	\$ 74,754
8	\$ 63,062	\$ 67,277	\$ 69,521	\$ 71,762	\$ 74,006	\$ 76,623
9	\$ -	\$ 69,148	\$ 71,390	\$ 73,631	\$ 75,875	\$ 78,491
10	\$ -	\$ 70,305	\$ 73,258	\$ 75,502	\$ 77,743	\$ 80,359
11	\$ -	\$ -	\$ 73,884	\$ 77,369	\$ 79,613	\$ 82,229
12	\$ -	\$ -	\$ 76,405	\$ 79,239	\$ 81,481	\$ 84,096
13	\$ -	\$ -	\$ -	\$ 81,107	\$ 83,350	\$ 85,967
14	\$ -	\$ -	\$ -	\$ 82,506	\$ 85,219	\$ 87,835
15	\$ -	\$ -	\$ -	\$ -	\$ 86,697	\$ 89,704
16	\$ -	\$ -	\$ -	\$ -	\$ 88,284	\$ 91,274
17	\$ -	\$ -	\$ -	\$ -	\$ 89,948	\$ 92,950
18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,708
19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,502