

COLLECTIVE BARGAINING AGREEMENT
by and between
PETERSBURG SCHOOL DISTRICT
and the
PETERSBURG DISTRICT SUPPORT PERSONNEL
Alaska Public Employees Association/AFT

July 1, 2022 - June 30, 2025



**PETERSBURG DISTRICT SUPPORT PERSONNEL LABOR AGREEMENT
2022 - 2025**

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LABOR AGREEMENT
by and between
PETERSBURG SCHOOL DISTRICT
and the
PETERSBURG DISTRICT SUPPORT PERSONNEL
Alaska Public Employees Association/AFT

2022 – 2025

PREAMBLE

This Agreement is made and entered into by and between Petersburg School District, hereinafter referred to as the *District*, and the Petersburg District Support Personnel represented by the Alaska Public Employees Association/AFT, hereinafter referred to as the *Association*. The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment pursuant to AS 23.40.

ARTICLE 1: RECOGNITION

1.01 The District recognizes the Association as the exclusive bargaining representative for all classified employees of the District excluding individuals on contract with the District; individuals employed for thirty (30) days or less, or less than three (3) hours per day or fifteen (15) hours per work week; and those classified employees in management/supervisory/confidential positions of District Secretary, Business Manager, Maintenance Director, and Food Service Coordinator.

ARTICLE 2: NONDISCRIMINATION

2.01 Neither the District nor the Association shall unlawfully discriminate against any employee on the basis of race, creed, religion, color, age, pregnancy, national origin, sex, gender, sexual orientation, marital status, change in relationship status, political affiliation, or presence of any sensory, mental or physical handicap, or Association membership or non-membership.

2.02 Discrimination complaints may be filed as a grievance with the Equal Employment Office and/or with the appropriate Human Rights Commission Office and shall not be subject to the grievance procedure of this Agreement.

ARTICLE 3: STATUS OF AGREEMENT

3.01 No provision under this Agreement may be changed, modified, or altered during the term of this Agreement except by mutual written consent of the parties.

3.02 If there is any direct conflict between the terms of this Agreement and any personnel policies of the Board, the terms of this Agreement shall supersede those written policies in their application to the bargaining unit.

3.03 Employees and the Association have the responsibility of carrying out the District's policies and the provisions of this Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

4.01 It is recognized by the parties that management retains the right, so long as not in conflict with this agreement, to:

- a. Direct all employees.
- b. Hire, promote, demote, assign, reassign, and determine the duties of employees.
- c. Discipline or discharge for just cause.
- d. Relieve employees from duty because of lack of work or other legitimate reasons.
- e. Determine the method, number, and kinds of personnel required, temporarily and permanently.
- f. Determine and maintain position classifications or reclassifications based on duties, responsibilities, and qualifications for each position and the needs of the District.

The foregoing enumerated functions of the District shall not be deemed to exclude other functions of the District not specifically set forth.

ARTICLE 5: ASSOCIATION RIGHTS

5.01 Association Representatives. The Association shall appoint members to act as Association representatives and shall give written notice and identify the appointees to the Board on a regular basis. The number of Association representatives shall not exceed one representative per work site, in addition to the President of the Association.

Authorized representatives of the Association shall be permitted to visit employees in their buildings on off duty hours when such visits will not interfere with the employee's duty assignment or normal school operations. Representatives who are not District employees shall advise the District Office when in the District.

5.02 Orientation. The Employer will allow an association member to provide up to thirty (30) minutes of orientation, on school grounds, during normal business hours to new members. This orientation will be considered time worked for payroll purposes. To facilitate this orientation Personnel will share electronically with the Building Representatives and President of PDSP the names, positions and primary worksite of all new hires no later than their Date of Hire. For new employees hired before the first day of in-service training, every effort will be made to schedule a paid thirty (30) minute orientation within the first week of the school year.

5.03 Access to Information. The District agrees to furnish space on bulletin boards in each building to be used by members of the Association. The Association shall use these boards only for posting official notices concerning Association business, legislative enactments and judicial decisions affecting public employee labor relations. Any notice posted shall be signed and dated by the appropriate Association representative with a copy given to the building administration at the time of posting.

The President of the Association will be informed of all new hires, all PDSP employees separating employment, and of all Board meetings in accordance with Board policy and law and will be provided a copy of the agenda. New hire notifications will occur within two school days of hire and will include hire date and contact information.

5.04 ASSOCIATION SECURITY

Section 1. Membership

Employees covered under this Agreement shall not be required to become a Bargaining Unit Member of PDSP as a condition of employment, and there shall be no discrimination against an employee because of membership or non-membership in PDSP. Employees may join PDSP at any time and at their sole discretion. The District and APEA agrees to update as needed via a shared restricted access Google doc. This confidential document will be available to Finance Director, APEA Administrative Staff, and PDSP President. This roster shall contain the names, mailing address, step, work location(s), titles, date of hire into the bargaining unit, date of separation, and reason for separation for each employee.

Section 2. Association Activities

The District agrees that it shall not in any manner, directly or indirectly, attempt to interfere between any of its employees and PDSP. The District shall not in any manner restrain or attempt to restrain any Bargaining Unit Member from belonging to PDSP.

Section 3. Dues Deduction

The District agrees to deduct from the paycheck of each employee who so authorizes, the regular monthly dues or fees of the Association. The amount so deducted as certified by the Association President or Treasurer shall be transmitted monthly to the Association on behalf of the bargaining Unit Member. Deductions authorized shall be on a form mutually agreeable to the parties and furnished by the Association to the District. No other employee organization shall be accorded payroll deductions privileges with regard to members of the Bargaining Unit. Any change in the rate of dues or agency fees will require at least thirty (30) days written notice to the Finance Director.

Section 4. Responsibility for Unit

The Association assumes all obligations and responsibilities for this Bargaining Unit. The Association agrees that this Agreement is binding on each and every member of the Bargaining Unit and that its members, individually or collectively, accept full responsibility for carrying out all the provisions of this Agreement.

Section 5. Indemnity and Hold Harmless

The Association agrees to indemnify, defend, and hold harmless the District from any and all actions, claims, demands, or suits arising out of the District's activities undertaken pursuant to Article 5.04 Sections 1, 2, 3, and 4, when those activities are undertaken at the request of the Association.

ARTICLE 6: EMPLOYEE PROBATION

6.01 Probationary Period. An employee appointed for permanent full-time or permanent part-time employment or to a new classification shall be employed on a probationary basis for the first ninety (90) days of employment. Employees new in the District will be paid at the Step 0 rate minus \$0.50 while on probation. Upon successful completion of probation, the employee will be paid at the Step 0 rate.

6.02 Failure to Complete Probationary Period. At any time during the probationary period an employee may be dismissed. The employee's supervisor shall notify the employee and the Superintendent of such a dismissal in writing at least five (5) days prior to the effective date of the dismissal; however, failure to give such notice shall not affect the validity of the dismissal action. There shall be no appeal of, or grievance of, a dismissal action prior to completion of the probationary period. The length of the probationary period may be extended for specific employees by written mutual agreement between the employer and the employee, such extension not to exceed thirty (30) days.

ARTICLE 7: SENIORITY

7.01 Accrual. Seniority is defined as length of continuous service with the District. Approved paid leave shall be considered continuous service.

7.02 Loss of Seniority. Seniority shall be lost if the employee is terminated for cause or otherwise leaves employment with the District for longer than two (2) years.

7.03 Layoff or Leave Without Pay. Seniority shall be retained but not accrued while on layoff status or on approved unpaid leave of absence.

ARTICLE 8: LAYOFF AND RECALL

8.01 Employees are subject to layoff due to abolition of position, shortage of work or shortage of funds. Before official action is taken on a reduction in force, District and Association representatives shall meet to discuss the circumstances leading to the layoff, transfers and reassignments, and other possible alternatives to limit the extent of the layoff. The district will make every effort to provide the impacted employees written notice fifteen (15) business days before the layoff occurs.

The Superintendent will assess the program needs of the District and determine the number of positions in each job classification which will be eliminated or reduced.

8.02 Order of Layoff. Layoffs shall be in reverse order of seniority in a given job classification.

8.03 Notice of Layoff. Employees laid-off shall be given notice prior to public announcement and will be told in writing their termination is not for disciplinary or work performance reasons.

8.04 Recall and Rights During Layoff. Employees names will be placed on the layoff list for the appropriate job classification for two (2) years. Employees shall keep their addresses and phone numbers current with the District. When a position becomes available, it will be offered to persons on the layoff list in order of seniority within the classification. A person may decline an offer one (1) time if the position is less than their originally assigned hours. If a person refuses a position equivalent to their originally assigned hours, he/she will be dropped from the layoff list.

When a vacancy occurs in a job classification for which there is no layoff list, persons who hold layoff status on another list shall be given preference in order of seniority for jobs which they qualify. In the event they choose not to accept the position they retain their layoff status with their original job classification.

ARTICLE 9: VACANCY NOTICES AND TRANSFERS

9.01 Vacancy Notices. When a vacancy occurs, the District will post a notice for five (5) days and will provide a copy of the posting to each PDSP building representative on the first day of the posting. If a current employee is equally qualified as other applicants, the current employee shall be given preference for the position.

9.02 Separation Without Prejudice. A Bargaining Unit Member who separates without prejudice and is rehired by the District within six (6) months in the same classification shall retain the step placement, permanency status, and leave accrual rates held at the time of termination.

9.03 Transfers. If more than one current employee applies for a transfer of position and they are equally qualified, the appointment shall go to the employee with the most seniority in the District. Equally qualified shall mean having at least the same work experience and/or training in the specific District requirements for the position. When a position is vacant due to transfer, notice will be posted concurrently with the notice provided to the public.

9.04 Involuntary Transfers. When the need arises to permanently, involuntarily transfer an employee, the District will provide the employee written notification as far in advance as possible and preferably more than five (5) working days prior to the start of the assignment. The District will also provide that employee training for the position that they are being assigned.

ARTICLE 10: HOLIDAYS

10.01 All employees will be paid for the following holidays provided they are not on leave without pay the scheduled shift before and the scheduled shift after:

- 4th of July
- Labor Day
- Thanksgiving Day and the Day after
- Christmas Eve and Christmas Day
- New Year's Eve and New Year's Day
- Memorial Day

Employees working less than twelve (12) months will receive two (2) additional paid "holidays" during Winter Break.

If an employee is called in to work on a non-scheduled shift prior to a holiday and then works their regularly scheduled shift after the holiday, the employee shall be paid holiday pay equal to the number of hours worked on a non-scheduled shift.

10.02 Observance. When a holiday falls on a Saturday, the preceding Friday shall be considered a non-work day; when the holiday falls on a Sunday, the non-work day shall be the following Monday.

ARTICLE 11: CONTRACTING OUT

11.01 In the event the District intends to solicit a bona fide bid for contracting out a service currently provided by members of the bargaining unit, the District will first conduct a feasibility study to ascertain that contracting out services will provide a cost savings to the District. The District will then provide a copy of the feasibility study to the Association. If the feasibility study shows a cost saving measure, the District will provide the Association with at least ten (10) calendar days prior notice to the release of a request for proposals (RFP). After the District has received and identified an acceptable, bona fide bid for the above mentioned contracting-out of services, it will provide the Association with at least thirty (30) calendar days to either make a proposal to provide the specified services covered in the identified

bid proposal or negotiate revisions to the current bargained agreement which will provide the specified services at or below the bid costs.

ARTICLE 12: OVERTIME

12.01 Rate of Pay. Overtime at the rate of time and one-half, will be paid for hours worked beyond eight (8) hours per day or forty (40) hours per week.

12.02 Holiday Pay. Employees required to work on a holiday shall be paid their regular pay for the holiday and, in addition, be paid overtime for time worked on the holiday.

12.03 Restrictions. All overtime hours must be cleared in writing by a direct supervisor or the Superintendent before work is performed. The written approval will be transmitted by the employee to Payroll before the end of the pay period. No existing employee may, after his/her regular work, substitute for another employee and claim overtime for the substitute work without prior approval of the direct supervisor or Superintendent. All overtime worked will be overtime paid; however, working overtime without prior approval may result in disciplinary action.

ARTICLE 13: NO STRIKE, NO LOCKOUT

13.01 Association agrees that during the life of this Agreement they will not cause, authorize, condone, sanction, or take part in any strike, walkout, work stoppage, withholding of service for any reason, or other work interference.

13.02 The District agrees that during the life of this Agreement there shall be no lockout of employees for any reason.

ARTICLE 14: LEAVES OF ABSENCE

14.01 Sick Leave Accrual. Employees shall be entitled to sick leave with pay during the school year. Employees shall accrue sick leave at the rate of one and one-quarter work days (in hours) per school month with the last day of each month, the major portion of which the employee has served, considered the sick leave cumulative date. Sick leave (hours) shall accumulate without limit. If an employee is required to be off for an illness or injury and has no accrued unused sick leave accumulated, he/she will be permitted to utilize sick leave to the extent of the expected accumulation for the current year. In the event the employee fails to accrue leave paid, sick leave taken in excess of entitlement will be deducted from the final check.

14.02 Sick Leave Use. An employee may use all or any portion of his/her sick leave for personal illness, or disability, or medical reasons for self. An employee on sick leave for more than five (5) consecutive days shall submit to the Superintendent a doctor's certificate; provided, however, that this requirement may be waived if, in the judgment of the Superintendent, it seems expedient and just to do so.

An employee may use up to a total of ten (10) work days (in hours) sick leave per school leave year for:

- 1) Illness, injury, or medical reasons of an employee's spouse or dependent children.
- 2) Serious illness in the employee's immediate family as defined in 14.05. If more than (five) 5 consecutive days are granted, a doctor's verification may be required

When medical service is not locally available, reasonable travel time to the nearest competent medical service, not to exceed five (5) days shall be allowed as sick leave. Disability immediately related to child bearing shall be considered sick leave.

14.03 Sick Leave Donation. Employees may transfer sick leave, not to exceed thirty (30) days, to another employee who has depleted or will in the near future deplete his or her sick leave allocation due to a serious medical condition. The transfer of such leave shall be made without adjustment for any differences in wage rates between the employees transferring such leave.

14.04 Family and Medical Leave. The District will comply with the requirements of the Federal and State Family and Medical Leave Acts. Information about entitlement and obligations under the federal and state FMLA's will be made available during orientation for each new employee and upon request to the District personnel office.

14.05 Bereavement Leave. In the event of a death in an employee's immediate family, the employee may apply for up to five (5) days bereavement leave with pay to attend the funeral or to complete funeral arrangements. Immediate family is defined as the employee's spouse/cohabitating partner; the employee's or spouse/cohabitating partner's blood relation, step, or foster: child, parent, sibling, grandparent, great-grandparent, grandchild, great-grandchild, aunt/uncle, niece/nephew, cousin, and/or person with whom one has had an equivalent association. If circumstances of death in the immediate family requires travel outside the state, up to a maximum of seven (7) days bereavement leave may be applied. The substitute will be paid by the District.

14.06 Legal Leave. If a suit is brought against an employee for actions taken in compliance with Board policy and/or administrative direction within the scope of his/her duties, or if the employee is required to attend a legal proceeding as a direct consequence of the employee's related functions, the employee shall be entitled to leave with pay for periods of work which are missed due to participation in such proceedings.

Employees will receive full pay during periods when participating in jury selection, trial or jury deliberations. Pay received for jury duty shall be turned over to the District. Substitutes shall be paid by the District.

14.07 District Approved Leave of Absence. An employee may be granted up to one (1) year leave of absence without pay. Requests for such leave must be submitted in writing to the Superintendent for approval. Approval of such leaves shall be at the discretion of the Superintendent or designee. At the completion of the approved period of leave, the employee will be re-hired.

14.08 Emergency Leave. Emergency leave may be granted by the Superintendent or designee. The employee may apply for up to five (5) days emergency leave with pay, not to exceed seven (7) days if out of state travel is required. The employee will pay the cost of the substitute.

14.09 Personal Leave. Personal leave is defined as paid time off.

a. **Leave Accrual Rates**

1. Employees working nine (9) months or less per year shall receive four (4) days of personal leave.
2. Employees working more than nine (9) months but less than twelve (12) months per year shall receive six (6) days of personal leave per year.
3. Only one (1) day may be carried forward from one year to the next for a maximum of five (5) days for nine (9) month employees and a maximum of seven (7) days for more than nine (9) month but less than twelve (12) month employees.

b. **Leave Approval and Cash Out**

1. In order to take personal leave, employees must notify their immediate supervisor of the intended dates of use at least 3 (three) work days or as far in advance as possible.
2. Prior to taking personal leave, requests must be approved by the employee's supervisor and the Superintendent. An attempt will be made to respond within 5 working days of the request. No use associated with other employment will be permitted. Multiple personal leave requests for the same day may be granted at the discretion of the administration.
3. Personal leave shall not normally be granted on days immediately before or after holidays or vacations or the first or last week of the school year; however, if the request is approved by the Principal and the Superintendent, employees may use personal leave adjacent to these restricted periods.
4. Substitutes shall be paid by the District.
5. All Personal Leave days may be cashed out during non-work days or at the conclusion of the school year at the employee's current rate of pay.

14.10 Leave Without Pay. An employee may be granted leave without pay not to exceed a total of five (5) working days in any calendar year and shall not normally be granted in conjunction with personal leave. Such leave shall be granted at the discretion of the Superintendent. If denied, the Superintendent shall provide written explanation to the employee the reasons for the denial.

14.11 Association Leave. Bargaining unit members shall be granted up to fifteen (15) days of paid leave for negotiations, Association conferences, training, and grievance proceedings. No more than four people may use this leave at any one time. The Association will reimburse the District the cost of a substitute.

14.12 Military Leave. The District will grant military leave on an annual calendar year basis in compliance with AS 39.20.340(b) and will comply with all other applicable Alaska Statutes and the Uniformed Services Employment and Reemployment Rights Act (USERRA) as they apply to PDSP employees on military leave.

14.13 12-Month Employee Paid Vacation. Full-time and part-time twelve (12) month employees shall receive paid vacation as follows:

Part-time twelve (12) month employees' vacation days will be calculated based upon their average daily hours.

1 - 5	years of service	14 days
6 - 10	years of service	21 days
11+	years of service	30 days

Vacation time will begin accruing at the end of the first month worked. First year employee's vacation time will be calculated according to the portion of a 12-month year worked.

- a. **Carry Forward.** Only ten (10) days may be carried forward from one year to the next.

ARTICLE 15: EVALUATION/JOB DESCRIPTIONS

15.01 Evaluations.

Purpose: The purpose of the evaluation process is to provide an ongoing evaluation of an employee's

performance of their duties and responsibilities. It is intended to be used as a tool to assist employees in succeeding in their positions but not to be used as a disciplinary action. Areas of weakness should be addressed and documented throughout the school year through the use of a performance improvement plan.

All employees shall receive an annual written performance evaluation.

Schedule: PDSP probationary employees shall receive an evaluation upon completion of probation. All permanent PDSP employees shall receive their annual evaluation during the period of January 1 – April 30 each school year in which they are employed. The District shall be allowed to evaluate any employee at any time if deemed necessary.

Performance evaluations shall be given in writing and the employee shall be given adequate time to review and sign the evaluation. The employee must sign that they agree or disagree with the evaluation. If the employee disagrees with the evaluation they shall be given ten (10) working days to write a rebuttal to the evaluation, if they so choose. The rebuttal shall be attached to the evaluation and shall become part of the record.

In the event it is determined through the District annual evaluation procedure that an Employee's work performance or skills require improvement, such employee will be informed in writing through the evaluation procedure. Should the evaluation identify deficiencies so serious as to affect continued employment, the employee will be so informed and a specified time will be established between the employee and the evaluator to effect remedial action. Failure on the part of the employee to correct such deficiencies may result in termination as determined by the District. The District must establish just cause for the termination.

15.02 Job Descriptions and Start Dates. Job descriptions shall be reviewed by the employee and his or her supervisor annually. Any revision of job descriptions shall be reviewed and approved by the Superintendent. All employees shall be notified no later than June 15 of the current fiscal year of their anticipated start date for the following year.

15.03 Reclassification. The District retains the right to establish and maintain a classification system and pay plan for its employees. All positions covered by the Agreement will be classified on the basis of the job duties and responsibilities. Pay range assignment will be based on the principle of equal pay for equal work.

In the event an employee believes that he or she is misclassified or improperly placed within the pay schedule, the employee may utilize the following procedure:

- a. The employee should complete an updated job description and submit it through an Association or Employer representative to the Employee's supervisor for review and recommendation. The supervisor shall, within fifteen (15) working days, submit the request to the Superintendent for review.
- b. The Superintendent will review the updated job description and the recommendation of the supervisor. Within fifteen (15) days of receipt of the request, the Superintendent will notify the employee and the Association in writing of his or her determination. In the event the request is denied, the Superintendent will notify the employee and the Association in writing of the reasons for denying the request. If the Superintendent determines that an adjustment is warranted, such changes will become effective on the first day of the next pay period following notification to the employee and the Association.
- c. If the employee disagrees with the determination of the Superintendent the matter will be

brought before the Board for resolution.

Article 15.04 Lunch Break

An uninterrupted lunch break of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. Any unavoidable or supervisor directed task during a Bargaining Unit Member's lunch break shall result in either the Bargaining Unit Member's lunch interval restarting, or the lunch break being considered paid work time at the supervisor's discretion and in compliance with FLSA.

Article 15.05 Equipment Allowance

The Employer will make available reflective raincoats and ice cleats for playground and crossing guard personnel. The Employer will make available coveralls for personnel assigned to the Shop. This equipment will remain in each building for use by assigned staff members.

The Employer shall reimburse up to one hundred (\$100.00) every fiscal year for swimsuits for Special Education Aides who's regularly assigned duties include pool duty.

Requests for reimbursement and receipts verifying expenditures shall be submitted to the finance office and payment shall be made within twenty-five (25) working days. Requests must be for at least twenty-five dollars (\$25.00) and must be made within 30 days of hire or assignment.

ARTICLE 16: DISCIPLINE

16.01 No employee will be disciplined without just cause as defined by the seven steps of just cause. Evaluations, assignments and transfers, leave and travel authorizations, and other ordinary personnel matters are not defined as discipline; in making any claim the employee bears the burden of proof. The existence for cause for discipline, if disputed, shall be subject to the grievance procedure as described herein.

Following are the seven steps of just cause:

1. Did the employer give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the employer's business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer's investigation conducted fairly and objectively?
5. At the investigation, did the employer obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the district applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the district in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his service with the district?

16.02 Progressive Discipline. The District will normally follow the principle of progressive discipline, except in cases of dishonesty, being intoxicated while on duty, physical misconduct, abusive or lewd behavior, abandonment of duties, insubordination, and gross misconduct. Progressive discipline

steps may include but are not limited to:

- Oral Warning, documented by a memo in the supervisory file
- Written Warning, documented in the personnel file
- Written Reprimand, documented in the personnel file
- Suspension, documented in the personnel file
- Discharge, documented in the personnel file

ARTICLE 17: SALARY

17.01 Salary Schedule.

FY 22/23	\$2														
Category	0	1	2	3	4	5	6	7	8	9-10	11-12	13-14	15-16	17-18	
Custodian	\$ 19.07	\$ 19.32	\$ 19.58	\$ 19.83	\$ 20.58	\$ 21.34	\$ 22.09	\$ 22.85	\$ 23.55	\$ 24.32	\$ 24.77	\$ 25.21	\$ 25.65	\$ 26.11	
Admin Assistant	\$ 19.24	\$ 19.49	\$ 19.75	\$ 20.00	\$ 20.76	\$ 21.51	\$ 22.27	\$ 23.00	\$ 23.78	\$ 24.53	\$ 24.97	\$ 25.42	\$ 25.88	\$ 26.34	
Food Service	\$ 17.74	\$ 17.97	\$ 18.21	\$ 18.44	\$ 19.12	\$ 19.83	\$ 20.48	\$ 21.19	\$ 21.88	\$ 22.56	\$ 22.97	\$ 23.38	\$ 23.80	\$ 24.22	
Paraprofessional	\$ 18.52	\$ 18.77	\$ 19.03	\$ 19.28	\$ 19.97	\$ 20.71	\$ 21.41	\$ 22.15	\$ 22.86	\$ 23.57	\$ 23.99	\$ 24.42	\$ 24.86	\$ 25.30	
Technician	\$ 21.58	\$ 21.83	\$ 22.08	\$ 22.33	\$ 23.05	\$ 23.82	\$ 24.55	\$ 25.30	\$ 26.03	\$ 26.79	\$ 27.28	\$ 27.77	\$ 28.27	\$ 28.79	
FY 23/24	2%														
Category	0	1	2	3	4	5	6	7	8	9-10	11-12	13-14	15-16	17-18	
Custodian	\$ 19.45	\$ 19.71	\$ 19.97	\$ 20.23	\$ 20.99	\$ 21.77	\$ 22.53	\$ 23.31	\$ 24.02	\$ 24.81	\$ 25.27	\$ 25.71	\$ 26.16	\$ 26.63	
Admin Assistant	\$ 19.62	\$ 19.88	\$ 20.14	\$ 20.40	\$ 21.18	\$ 21.94	\$ 22.72	\$ 23.46	\$ 24.26	\$ 25.02	\$ 25.47	\$ 25.93	\$ 26.40	\$ 26.87	
Food Service	\$ 18.09	\$ 18.33	\$ 18.57	\$ 18.81	\$ 19.50	\$ 20.23	\$ 20.89	\$ 21.61	\$ 22.32	\$ 23.01	\$ 23.43	\$ 23.85	\$ 24.28	\$ 24.70	
Paraprofessional	\$ 18.89	\$ 19.15	\$ 19.41	\$ 19.67	\$ 20.37	\$ 21.12	\$ 21.84	\$ 22.59	\$ 23.32	\$ 24.04	\$ 24.47	\$ 24.91	\$ 25.36	\$ 25.81	
Technician	\$ 22.01	\$ 22.27	\$ 22.52	\$ 22.78	\$ 23.51	\$ 24.30	\$ 25.04	\$ 25.81	\$ 26.55	\$ 27.33	\$ 27.83	\$ 28.33	\$ 28.84	\$ 29.37	
FY 24/25	1%														
Category	0	1	2	3	4	5	6	7	8	9-10	11-12	13-14	15-16	17-18	
Custodian	\$ 19.65	\$ 19.91	\$ 20.17	\$ 20.43	\$ 21.20	\$ 21.98	\$ 22.76	\$ 23.54	\$ 24.26	\$ 25.05	\$ 25.52	\$ 25.97	\$ 26.42	\$ 26.90	
Admin Assistant	\$ 19.82	\$ 20.08	\$ 20.34	\$ 20.60	\$ 21.39	\$ 22.16	\$ 22.94	\$ 23.69	\$ 24.50	\$ 25.27	\$ 25.72	\$ 26.19	\$ 26.66	\$ 27.14	
Food Service	\$ 18.28	\$ 18.52	\$ 18.76	\$ 19.00	\$ 19.70	\$ 20.43	\$ 21.10	\$ 21.83	\$ 22.54	\$ 23.24	\$ 23.66	\$ 24.09	\$ 24.52	\$ 24.95	
Paraprofessional	\$ 19.08	\$ 19.34	\$ 19.60	\$ 19.86	\$ 20.57	\$ 21.34	\$ 22.06	\$ 22.82	\$ 23.55	\$ 24.28	\$ 24.71	\$ 25.16	\$ 25.61	\$ 26.06	
Technician	\$ 22.23	\$ 22.49	\$ 22.75	\$ 23.00	\$ 23.75	\$ 24.54	\$ 25.29	\$ 26.06	\$ 26.82	\$ 27.60	\$ 28.10	\$ 28.61	\$ 29.12	\$ 29.66	

17.02 Step Increases. To be eligible for a step increase on July 1, an employee must have been in the employ of the District prior to Jan. 15th of the previous fiscal year and have received a favorable evaluation. Any employee receiving an involuntary transfer from one job classification of a higher grade shall not result in a wage reduction.

ARTICLE 18: GROUP INSURANCE

18.01 Contribution Rates.

The District will make available on 01/01/12 through the National Education Association, Alaska (NEA-AK) Health Plan E for medical, surgical, dental, audio, and visual insurance, for employees who work a minimum of fifteen (15) hours per week and their eligible dependents. Enrollment in the NEA-AK Health Plan E is optional and voluntary for full time and part time members. (See "Opt Out" below).

Deductible (2012 Plan E = \$1,000 per person)

The first \$300 Deductible per covered person shall be paid by the employee; the next \$500 shall be reimbursed by the District; the employee shall pay the final \$200 per calendar year.

Out of Pocket Expenses (2012 Plan E = \$3,000 per person)

The first \$1,000 per person Out of Pocket Expenses per covered person shall be paid by the employee; the next \$1,000 shall be reimbursed by the District; the employee shall pay the final \$1,000 per calendar year.

The District will pay eighty (80%) of the total PDSP/ATP group\monthly premium for employees working thirty (30) hours or more per week (full time employees) and their eligible dependents. Eligible members will pay a tiered amount (as a portion of the total PDSP/ATP group 20% responsibility) determined annually (by January 1) by the PDSP/ATP Insurance Committee. The District will pay eighty (80%) of the monthly premium for employees and dependents, working less than 30 hours per week, prorated as follows:

Under 30/ at least 25	hrs per week	80%
Under 25/ at least 20	hrs per week	70%
Under 20/ at least 15	hrs per week	60%

And the employee will pay the remainder of their monthly premium based on the proportional part-time tiered assessment as determined annually by the PDSP/ATP Insurance Committee.

Eligibility and Enrollment criteria and conditions shall be those listed in the NEA-Alaska Health Plan Benefit Booklet for Petersburg School District effective January 1, 2012. Changes in the "tier" status of a covered employee may take place at any time based on qualifying life events (marriage, divorce, death, birth, removal of covered dependent due to age or employment).

Opt-Out Stipend. Eligible full time employees (working 30 hours or more per week) may waive individual coverage and thereby also waive their dependent coverage because of other health insurance or group health plan coverage that may be available. In the event the full time employee waives enrollment in the NEA-AK Health Plan E, the District will pay the employee a \$250 per month stipend.

Employees who elect to voluntarily waive participation in the NEA-AK Health Plan E must notify the District during the "open enrollment period" and the employee must provide proof of alternative insurance. Re-enrollment "in" or opting "out" of the NEA-AK Health Plan E may take place once per year, during the open enrollment period (June 1st-June 30th). Part time employees (employed less than 30 hours per week) are not eligible for the Opt Out Stipend.

The full time employee spouse of a full time covered employee is not eligible for the Opt Out Stipend.

Term Life Insurance and Accidental Death Insurance. The District will provide, through Unum Term Life insurance and Accidental Death Insurance, at no cost to full time and part time (working more than 15 hours per week) employees. Policy limits will be \$5,000 for the term life insurance and \$5,000 for the accidental death insurance.

18.02 Pre-Tax Contributions. The District shall offer employees the option of paying health insurance premiums on a pre-tax basis.

18.03 Health Benefits Evaluation Committee. The District shall form a Health Benefits Evaluation Committee. The Association shall have the right to seat up to two (2) members on the Health Benefits Evaluation Committee. The Committee shall meet periodically to evaluate the District's health insurance plan and recommendations regarding plan design or health premium changes.

18.04 Wellness Program. The District will enroll as an Institutional Member with the Petersburg Parks

and Recreation Department. \$6,000 (2012 institutional enrollment) will be allocated for institutional membership.

Institutional Membership provides benefit to all employees, (part time or full time) and their eligible family dependents (up to 6 members in the household per the Petersburg Parks and Recreation Department contract).

Institutional Membership provides PCSD employees and eligible dependents with access to all standard Petersburg Parks and Recreation Department facilities (pool facilities, weight room, cardio, racquet courts, etc.) at a rate equal to 25% of the full non Institutional Membership rate.

A maximum of \$100 will be reimbursed to any individual full time or part time employee. The District will provide \$1,000 each year (July 1 to June 30) to reimburse fees to classified employees for dance classes, organized exercise classes, home exercise equipment and/or courses, and use of approved private workout facilities not associated with the Petersburg Parks and Recreation Department. (Example: \$1,000 if used to the \$100 maximum by eligible employees, would provide private facility reimbursement to 10 employees).

Additional fees and costs for supplemental classes offered by Petersburg Parks and Recreation Department are not eligible for reimbursement.

18.05 Health Tests. The District shall pay the full costs of employment-required health tests.

ARTICLE 19: RETIREMENT

19.01 Permanent employees who work at least fifteen (15) hours per week are required to belong to the Alaska Public Employees' Retirement System (PERS), toward which both the District and the individual contribute. Employees' contributions are made through payroll deduction.

ARTICLE 20: GRIEVANCE PROCEDURE

20.01 General. A grievance shall be defined as a claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

A grievant is an employee, or a group of employees, or the Association making the complaint.

Days shall mean work days.

Prior to the filing of a formal grievance, it is expected that all parties to a disagreement will attempt to resolve such problems at the lowest possible level through free and informal confidential communication.

A grievance must be initiated within twenty (20) days of the act or condition upon which the grievance is based or twenty (20) days from the time the grievant should have become aware of such event. Failure of the grievant to comply with this or any other time limit specified herein shall operate as a waiver of the grievance. Failure of the District to comply with any time limit specified herein shall permit the Association to advance the grievance to the next level. However, the time limits specified in this Article may be extended by written mutual agreement.

All grievances shall be presented in writing and shall include: 1) a citation of the alleged violation, 2) a statement of facts, 3) the date of occurrence, and 4) the specific relief sought.

No reprisal will be taken by either party as a result of any testimony or participation in a grievance.

No documents, communications, or records pertaining to the processing of a grievance hereunder shall be filed in the personnel file of any of the participants.

The employee shall have the right to be represented at all stages of the grievance procedure, by a representative(s) of his/her choice and in the event that a grievance meeting or hearing is scheduled during the school day, the employee and his/her representative(s) shall be released without loss of pay for the duration of the hearing.

The grievant may begin the grievance procedure at the level that has the authority to resolve the issue. At the grievant's option, he/she may start either informally or formally. The informal meeting will involve the grievant either personally or telephonically.

Either party may call and present witnesses, documents and arguments at any formal level of the proceeding. However, any new evidence or material introduced after Level 3 must be presented to the other party at least five (5) days in advance.

20.02 Grievance Procedure

Level 1: A grievance shall be formally initiated by the grievant or his/her representative(s) submitting a statement of grievance to his/her supervisor within the twenty (20) day timeline specified above. The supervisor shall discuss the grievance with the grievant within five (5) days of receipt of the grievance and, within five (5) days of such discussion, provide the grievant with a written disposition of the grievance.

Level 2: If a disposition at Level 1 is not acceptable to the grievant, the grievance may be submitted to the Superintendent or designee within five (5) days of the grievant's receipt of the disposition at Level 1. Within five (5) days of receipt of the grievance, the Superintendent or designee shall meet with the grievant to discuss the grievance and, within five (5) days thereafter, shall provide the grievant with a written disposition.

Level 3: If the grievant is not satisfied with the disposition at Level 2 and the Association so authorizes in writing, the grievance may be submitted to arbitration to be conducted under the voluntary rules and jurisdiction of the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). After receipt of the Superintendent's written disposition, the Association shall within ten (10) days send a demand for arbitration to the AAA or to FMCS with a copy to the District. Only issues for which there is no specific statutory review process may be submitted to arbitration.

Group Employee Grievances. A "group grievance" is a situation that allegedly adversely affects two (2) or more employees in the same manner or a situation where APEA/AFT believes the Employer has violated the agreement but where there are no individual grievants. The grievance must state clearly and specifically the relief sought, the provisions of the agreement alleged to have been violated, and the specific nature of each violation. An employee group grievance will be submitted by the APEA/AFT representative at Level One if all the employees have the same supervisor. The APEA/AFT representative will submit the employee grievance to the Superintendent at Level Two if the employees have different supervisors. Failure to file a group grievance does not bar the filing of a grievance subsequently on behalf of an employee provided it is within the specified time of the individual grievance.

Arbitrator Authority. The Arbitrator's function is to interpret the Agreement. The Arbitrator's authority is limited to considering the particular issue(s) set forth in the written grievance by the Association and the written response by the District. The Arbitrator shall have no authority or power to add to, delete

from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall not decide on the merit or wisdom of any action or failure to act, but only on the contractual obligation inherent in this Agreement. If the Arbitrator should find that the District was not prohibited by this Agreement from taking, or not taking, the action grieved, he or she shall have no authority to change or restrict the District's action or inaction or to substitute his or her own judgment for that of the Employer. Unless a specific provision of this Agreement expressly grants the Association or employees a right, privilege, or benefit claimed by it or them, the Arbitrator shall not award any such right, privilege, or benefit to the Association or employees.

Procedural issues shall be reviewed by the Arbitrator during the same proceeding as the underlying merits of the same grievance, unless agreed to otherwise by the parties. The Arbitrator will review and normally decide the procedural threshold issues before ruling on the merits of any grievance. Either party may request and require the arbitrator to issue a ruling on the procedural arbitrability issues immediately upon the close of arguments on those issues. If the Arbitrator rules that the grievance is barred from further review because of procedural deficiencies, the Arbitrator will not review or rule on the underlying merits of the grievance. The District will notify the Association in writing no later than ten (10) working days before the arbitration is scheduled that it intends to raise procedural arbitrability threshold issues.

The losing party, as determined by the Arbitrator, will be assessed the full cost of the Arbitrator's fee. If the Arbitrator deems that there is no losing party, he/she may apportion the fees as he/she sees fit. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

The arbitrator's award in accordance with these procedures shall be final and binding upon the parties.

ARTICLE 21: LABOR TRAINING COMMITTEE

The Labor Training Committee (LTC) is tasked with developing procedures for orienting new staff to the district, providing job training recommendations, and recommending leadership development opportunities for personal and professional growth. The committee will be comprised of up to three (3) members from the Association and up to three (3) members from management. The three (3) Association members will be paid at their regular rate of pay, for a maximum of four (4) hours per school year. Additional pre-approved time may be granted, but is subject to superintendent discretion and budgetary constraints.

The committee may meet at least twice each school year.

ARTICLE 22: DISTRIBUTION OF THE AGREEMENT

22.01 The Association shall bear the expense of printing this Agreement in booklet form. The total number shall not exceed one hundred (100) of which fifty (50) will constitute the first (1st) printing. The Agreement will be distributed to all existing employees by the Association and will be made publicly available on the District website. The Agreement will be made available to all new hires by the District.

ARTICLE 23: CONFORMITY TO LAW

23.01 If any article, section or subsection of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law by a tribunal of competent jurisdiction, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions in the Agreement or applications shall continue in full force and effect.

Furthermore, the Board and Association shall within thirty (30) calendar days enter into negotiation to replace any provision found to be contrary to law.

ARTICLE 24: CONCLUSION OF COLLECTIVE BARGAINING

24.01 This Agreement is the entire Agreement between the Board and the Association. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings and concludes all collective bargaining for the duration of this Agreement.

24.02 Nothing in this Agreement shall be construed as a limitation upon the right of the parties by written mutual agreement to amend, alter, or supplement this Agreement during its term.

ARTICLE 25: DURATION OF AGREEMENT

26.01 This Agreement shall be in effect July 1, 2022 and shall continue in full force and effect through June 30, 2025. Should either party desire to modify or terminate this Agreement on July 1, 2025 they shall serve written notice between February 1 and March 1, 2025. Upon such written notice, the parties shall discuss meeting dates within thirty (30) calendar days of the date of the notice. The time, place, and negotiating procedures will be mutually agreed upon.

SIGNING

This Agreement is executed this _____ by the duly authorized agents and representatives hereto.

For the Petersburg School District:

For the Petersburg District Support Personnel:

Erica Kludt-Painter, Superintendent

Pennie Caples, President

Sarah Holmgrain, School Board President

Nancy Curtiss, Negotiator

Carey Case, School Board Secretary/Treasurer

Rochelle (Rocky) Peeler, Negotiator

Karen Morrison, Director of Finance

Ruby Brock, Negotiator

Stephen Courtright, APEA/AFT Field Representative