

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
AND
KETCHIKAN SCHOOL DISTRICT INDEPENDENT
MAINTENANCE ASSOCIATION
July 1, 2008 – June 30, 2011**

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MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
AND
KETCHIKAN SCHOOL DISTRICT INDEPENDENT
MAINTENANCE PERSONNEL

This Agreement made this 9th day of July, by and between the Ketchikan Gateway Borough School District, hereinafter called the "Board" and the Ketchikan School District Independent Maintenance Association hereinafter called the "Association":

Whereas, it is the intent and purpose of this agreement to promote and improve employee relations between the Board and its employees; and toward the economical and efficient operation of the School District; make reasonable provisions for the health and safety of the employees; accomplish and maintain the highest efficiency and quality of work performance; provide methods of prompt and peaceful adjustment of grievances; strengthen good will, mutual respect and cooperation; and set forth the provisions covering rates of pay, hours of work and certain other conditions of employment to be observed between the parties to this agreement,

Now therefore the parties agree as follows:

ARTICLE I - RECOGNITION

- Section 1** In regards to matters relating to specific terms and conditions of this agreement, the Ketchikan Gateway Borough School District Board of Education recognizes the Ketchikan School District Independent Maintenance Association as the exclusive representative of all permanent maintenance personnel, excluding supervisory employees.
- Section 2** Except for those items expressly which are a specific provision of this agreement, the Ketchikan School District Independent Maintenance Association recognizes and agrees that the Board reserves and retains, solely and exclusively, all of its rights to manage the affairs of the district.
- Section 3** It is also understood that, for the duration of this agreement, this bargaining unit shall remain under the sole authority and management of the Ketchikan Gateway Borough School District. It is important that the district maintain such services during regularly scheduled work hours.

ARTICLE II - WORK INTERRUPTION

- Section 1** It being understood that the services performed by the employees covered by this Agreement are essential to the operation of the employer and to the welfare of the public dependent thereon, the Association agrees that there shall be no strike or work stoppage by the Association or its individual members, and the Board agrees, on its part, that there shall be no lockout of the Association or its members.

ARTICLE III – ASSOCIATION RIGHTS

This section was intentionally left blank

ARTICLE IV - EMPLOYEE COMPLAINT PROCEDURE

- Section 1** Informal Resolutions - An employee with a concern will first discuss the concern with his immediate supervisor. The purpose of this discussion will be to gain information regarding the concern and to resolve it on an informal basis.

Section 2 Formal Request for Resolution - If the employee is not satisfied with the resolution, the employee may submit the concern in writing to the supervisor. The statement will contain the following information:

- The specific cause of the concern
- Date, Time and Place if appropriate
- Specific recourse sought
- Other pertinent information

Within five (5) working days of receipt of the written concern, the supervisor will have a meeting with the employee to hear the employee's concern. Within ten (10) working days of that meeting the supervisor will issue his decision in writing to the employee.

Section 3 Appeal to the Superintendent's Office - If the employee is dissatisfied with the decision he may appeal the decision in writing to the Superintendent's Office within five (5) working days of receipt of the decision from his/her supervisor. The Superintendent will render his/her decision within ten (10) working days following the hearing.

Section 4 Appeal to Board of Education - If the employee is dissatisfied with the Superintendent's decision he/she may appeal that decision to the school board in writing. The School Board President will schedule a hearing before the entire Board. The hearing will be held in executive session, provided the employee may request the hearing be held in public. The results of the review will be recorded in the official minutes of the meeting.

See Appendix B (pg. 15) for Employee Complaint Report Form

ARTICLE V - WORKING CONDITIONS

Section 1 If schooling is taken out-of-town at the District's insistence, room and board will be reimbursed at established per diem rates upon presentation of proper receipts, and transportation will be paid by the District. There will be no loss in wages while in training.

Section 2 The District agrees to refund tuition expense up to 75% per course in connection with courses of study which relate to an employee's present or anticipated position. Such courses must be approved in advance by the Superintendent. In order to obtain tuition refund the employee agrees to furnish the Superintendent's office with evidence of successful completion and the amount of course fee. In the event the course is "out of town" a percentage of the travel and lodging expenses may be paid by the District. The "out of town" schooling and the percentage of the expenses will be approved solely at the Superintendent's discretion.

Section 3 The School District will refund an expense up to \$300 per year for safety clothing and equipment for each maintenance employee, at the discretion of the Supervisor of Building and Grounds. In order to obtain said refund the employee agrees to furnish Central office with a receipt of purchase.

Section 4 Material in an employee's personnel file may be removed from her/his file by mutual agreement of the District and employee.

Section 5 An employee has the right to examine any and all materials in his/her personnel file, and upon written request, obtain copies of any material in his/her file.

Section 6 The School District will participate in the Alaska Public Employees' Retirement System (PERS) with the basic provisions listed in the PERS Information Handbook.

ARTICLE VI - LEAVE

Section 1 Sick Leave

- A. Any employee hired previous to July 1, 2005 that has accrued sick leave must use his/her bank of sick leave but not as paid days off. No more sick leave will accrue. (Because of changes made in Article XII – Paid Days Off – Section 1.)
- B. Sick leave shall be defined as the personal incapacitation or illness of the employee or family member. Any employee calling in sick will be allowed to use paid days off after all sick leave has been exhausted from there bank of leave.
- C. Employees may donate sick leave to other maintenance employees, not to exceed two (2) days per year, through a paid days off donation committee. The committee shall be comprised of Association representatives. To be eligible, the employee must have suffered an illness or injury and have used all of his/her paid days off accrual. Forms authorizing the donation of paid days will be made available to employees. The ruling of the committee regarding donation of leave shall be final in all matters.
- D. Upon request, an employee may use accrued sick leave for disability caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, resulting in absence from work. The stage of pregnancy at which the maternity leave is requested and return to work shall be determined by the employee's physician. A physician's statement of disability must accompany the request for leave and a statement of continuing disability may be requested at the discretion of the district. When accrued sick leave is no longer available, PDO may be used for this same purpose.

Section 2 – Bereavement Leave

Death in the immediate family or of a grandparent, grandchild, or parent- or sibling-in-law, niece or nephew, shall entitle the employee up to five (5) days bereavement leave. An additional two (2) days of bereavement leave may be granted for travel when a death occurs outside of Ketchikan. Bereavement leave is

not deductible from sick leave or PDO. If additional day's absences are required, all days in excess of the seven will be deductible from sick leave.

Section 3 – Legal Leave

- A. Employees who are called to serve on jury duty shall be granted leave without loss of pay or other benefits.
- B. If required jury duty occurs during the employee's scheduled work period, the employee shall return to the district the pay received for such jury duty. If the required jury duty occurs outside the employee's regularly scheduled shift, the employee may keep the pay received for such jury duty.
- C. Employees excused from jury duty shall return to work within one hour.
- D. Each employee who is subpoenaed by the district to appear as a witness in court during their regularly scheduled shift shall not suffer loss of pay or other benefits.

Section 4 – Leave of Absence Without Pay

- A. The Board, where unusual circumstances warrant, may grant a leave of absence without pay to an employee upon written request and upon good cause being shown for such leave for a period up to but not to exceed one (1) year.
- B. An employee returning from a leave of absence shall return to the same or a similar position, if that position exists, that he/she held prior to the leave and retain the same seniority and benefits that he/she possessed at the time of the commencement of his/her leave.
- C. An employee on a leave of absence without pay shall have the option to continue on medical insurance at his/her own expense.
- D. A person replacing an employee on a leave of absence without pay shall be informed that their position is temporary.
- E. A request for medical leave must be accompanied by a statement from a licensed physician.
- F. The Board shall grant, upon the employees request, up to eighteen (18) weeks of unpaid leave for the purpose of child rearing or adoption. The leave must commence within one (1) year of the birth or placement of the child. A copy of the child's birth certificate or adoption papers must accompany the request. The Board may, upon employee request, grant a leave of absence up to one (1) year subject to the terms and conditions of this section.

Section 5 – Emergency Leave

Up to three days per year of emergency leave with pay may be granted to an employee when, because of an emergency situation, an employee is unavoidably absent from work. An emergency is defined as suddenly occurring or of such a nature that pre-planning is not possible. Such emergencies would include: accident, out of district transportation delay, or threat to property.

Section 6 – Military Leave

Employees of the school district who are members of the National Guard or Military Reserve may be granted special military leave to attend encampments of training periods without loss of pay. The employer shall pay the employee's

regular salary, less the amount each employee receives for National Guard or Military Reserve training duty during the period of such special leave, up to a maximum of two (2) weeks. A copy of the order issued by the appropriate authority for such training shall accompany requests for special military leave. Upon return to duty, the employee shall furnish the employer evidence of the amount of National Guard or Reserve pay received during the period of special military leave.

ARTICLE VII – ECONOMIC BENEFITS & WAGES

Section 1 – Wages

- A. No employee shall have his/her wages reduced as a result moving to a higher classification.
- B. Each employee will be placed, as provided in this article, upon the hourly wage scale found in Appendix C and paid accordingly.
- C. An employee's regular hourly wage is the amount indicated on the wage schedule that is appropriate for that employee's classification and step placement.
- D. An employee will be placed in the salary grade according to the following assignment:

Classification I

Maintenance Boilerman
Maintenance Electrician
Welder/Fabricator
Maintenance HVAC
Maintenance Carpenter

Classification II

Assistant Carpenter

Classification III

Maintenance Utility
Grounds/Buildings Utility
Preventative Maintenance Mechanic

Classification IV

Driver

- E. Each employee will be placed on the step of his/her salary grade according to the following guidelines:
 - (a) When an employee is new to the job title, he/she will be placed at the 0 step of the job title's grade unless the Supervisor of Buildings and Grounds determines experience, skill level or training are appropriate for placement at a higher step on the salary schedule. An employee will advance one step at the completion of their probation.

- (b) On each July 1, provided the employee has passed his/her probation, the employee will be advanced to the next higher step of the grade in which he/she is placed.
- F. The employer will pay employees monthly, on the last working day of the month. If payday falls on a holiday or weekend, the preceding regular work day shall be the payday.
- G. Through June 30, 2009, an employee may elect to receive a draw of seven hundred dollars (\$700.00) on the 15th day of the month. The balance due the employee shall be paid in accordance to Section 8. Effective July 1, 2009 the section is no longer in effect.
- H. Each paycheck shall be accompanied by a statement showing the number of hours worked at straight-time, the number of hours worked at overtime, and all deductions. Monthly statements shall be furnished each employee showing gross earnings, total deductions made, and total PDO accumulated and used.
- I. Upon appropriate written authorization as specified by the Board, the District shall deduct from the pay of that person and make appropriate remittance for TSA's, deferred compensation, credit union, or any other plans or programs jointly approved by the Board, the Association, and the employee.
- J. When an employee is laid off, discharged, or resigns, he/she shall receive all accrued earnings within a reasonable time of the termination.
- K. Any employee called to work outside his/her regular hours shall receive a minimum of two (2) hours pay at the time and one-half (1-1/2) rate.
- L. The Association trusts that the Board will provide fair and equitable percentage increase.

Section 2 - Insurance

- A. The District will contribute the following per FTE for health insurance premiums out of the District operating fund:

2008-2009	\$8,490.68	(3.8% Increase over 07-08)
2009-2010	\$8,915.21	(5% Increase Over 08-09)
2010-2011	\$9,806.73	(10% Increase Over 09-10)

At the Insurance Committee's discretion, funds in excess of the terminal coverage charges plus a reasonable claims reserve may be spent to stabilize the employees' percentage of insurance premiums in any of the following ways:

- a) offsetting increasing insurance costs
- b) reducing the employees' monthly payroll deductions for insurance
- c) increasing employees' insurance benefits

In the event the insurance reserve fund falls below \$400,000 the insurance committee's discretion will be assumed by the District until the fund balance returns to a level above \$500,000. Recommendations made by the insurance committee will be considered by the District when making its decision.

- B. Life Insurance – A \$50,000 group term life insurance policy will be made available to each permanent full and part-time employee of this bargaining unit.

- C. An employee who is not enrolled in the district's Health Insurance plan, and whose spouse is the primary carrier of the District's or another program, may elect to choose just the life portion of the plan.

Section 3 – Paid Time Off

All eligible employees shall accrue paid time off at the following rates:

Years Hours Earned/Month

0-2	17.33
3-4	19.33
5-9	22.69
10-14	28.00
15+	29.33

- A. The anniversary date of hire shall be used for the purpose of determining an employee's paid time off accrual rate. New employees shall accrue paid time off at their initial date of hire.
- B. After the completion of 6 months of continuous employment, employees shall be paid upon termination of employment for paid time off credits earned but not used. The said payoff will be for no more than 400 hours of the employee's earned paid time off. Employees who quit without giving ten (10) working days written notice shall forfeit paid time off earned.
- C. An employee may accumulate a maximum of eleven hundred twenty hours (1120) of paid time off leave as of the end of any calendar year.
- D. Paid time off during any one period shall be limited to such numbers, classifications and schedules as determined by the Supervisor of Building and Grounds, so as to insure the efficient and continuous operation of the schools. When more paid time off is requested than can be granted for any one period, leave will be granted on a "first come, first served" basis. Leave requested, except for medical reasons, over 160 continuous hours (20 continuous working days) may be granted solely at the Supervisor of Building and Grounds discretion. Employees will be notified of approval or disapproval within ten (10) working days of receipt of the written request for leave in excess of forty continuous hours (five continuous working days). Any employee required to take unpaid time off as a result of using all of their paid time off will be subject to employee discipline as outlined in Article III, up to and including termination.
- E. Paid time off in excess of forty continuous work hours (five continuous days) must be requested thirty (30) working days prior to the requested time the leave is to be taken. Paid days off of 40 hours or fewer (five or fewer continuous days) must be requested five (5) working days prior to the requested days unless approved at the sole discretion of the Supervisor of Buildings and Grounds. Paid Time Off of 8 hours or less may be requested without any advanced notice but is subject to approval of the Supervisor of Buildings and Grounds.
- F. Paid time off may be postponed in case of emergency with the mutual consent of the employer and the employee. An emergency is defined as a situation or

occurrence of the serious nature, developing suddenly and unexpectedly, and demanding immediate action.

- G. If an employee's paid time off is postponed or altered at the request of the School District, and such postponement or change causes the employee to accumulate more than one hundred-forty (140) days, the employee shall be given the choice of either having the hours carried forward or receiving pay for those hours at the employee's current rate of pay.
- H. When a holiday falls on a regular work day during the time an employee is on paid time off, the employee shall be entitled to an extra 8 hours added to his/her paid time off balance, or paid for the holiday in accordance with the holiday pay provisions of the agreement.
- I. Any employee hired prior to July 1, 1995 shall be entitled to 16 hours of additional Personal Time Off each year.

Section 4 - Holidays

- A. All employees covered by this agreement shall have the following guaranteed paid holidays:

- Day before Independence Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day following Thanksgiving
- Day before Christmas Day
- Christmas Day
- Day following Christmas Day
- Day before New Years Day
- New Years Day
- Memorial Day

- B. When any of the above holidays falls on a Sunday, the first subsequent weekday not designated as a holiday shall be observed as the holiday. When any of the above holidays falls on a Saturday, the closest previous weekday not designated as a holiday shall be observed as the holiday.
- C. If an employee volunteers for, and performs, work on one of the holidays listed in Section 1, the employee will receive their hourly rate for each hour worked, in addition to their holiday pay.
- D. If an employee is required to perform work on one of the holidays listed in Section 1, the employee will receive one and one-half times their hourly rate, in addition to their holiday pay.
- E. Upon district approval, all current employees may convert one designated holiday to a floating holiday. Employees hired after July 1, 1995 shall not qualify for the provision of this section.
- F. Hours paid for, but not worked in accordance with the provisions of this Article, shall not be considered hours worked for the purpose of computing overtime pay.

Section 5 - Overtime

- A. All assigned work performed in excess of the scheduled eight (8) hours or of the forty (40) scheduled work hours in any one work week, shall constitute overtime work and shall be paid at the rate of time-and-one-half the employee's regular rate of pay. Time-and-one-half will be paid for all work performed on the sixth consecutive day of work and double time for the seventh consecutive day of work if the employee has worked his/her scheduled shifts during the work week, with the exception of the following excused absences:
 - a. Authorized leave or vacation;
 - b. Where District scheduling prevents the employee from working his regularly scheduled workday.
- B. When working overtime during emergencies, meal periods without pay shall be provided every four (4) hours, if possible. Adjustments to the work schedule due to snow removal requirements shall not constitute an emergency when applying this section.

ARTICLE VIII – RETIREMENT

This section was intentionally left blank

ARTICLE IX – EDUCATION

This section was intentionally left blank

ARTICLE X – RIGHTS TO EMPLOYMENT

Section 1 – Employee Discipline

- A. The Board, through the administration, will follow the principles of corrective discipline with respect to minor offenses, a written warning for the first offense; disciplinary layoff for the second offense; and discharge for the third. The Board agrees that an employee, whose work is of such quality as to justify discipline, shall be specifically warned and reasons stated in writing.
- B. The District reserves the right to terminate any new employee at any time within 90 working days from the date of hiring if, in its sole discretion, the District, through its management, finds him or her an undesirable employee for any reason.

See Appendix A (pg. 14) for Warning Notice Form

Section 2 - Seniority

- A. "Unit Seniority" shall be defined as the length of continuous service from the employee's date of last hire with the Board in this bargaining unit, and shall be used as a determinate of vacation eligibility or other such employee benefits.
- ~~B.~~ "Classification Seniority" shall be defined as the length of service that an employee has been employed in a certain classification provided that continuous

service within the bargaining unit has not been broken nor employment terminated. An employee may hold seniority in more than one job classification, but may accumulate seniority in only one classification at a time. If two or more employees have the same classification seniority, then the employee with the greatest unit seniority shall be considered senior. Seniority preference for layoffs and recall purposes shall be limited to those employees within the classification in which the layoff or recall exits. Seniority preference for shift preference and promotional purposes shall be limited to the classification in which the employee works.

- C. New employees and those hired after a break in continuity of service shall be regarded as probationary employees for their first ninety (90) days of actual work and shall receive no continuous service credit or fringe benefits except insurance, PERS and workers compensation during such probationary period. Probationary employees retained by the District subsequent to their first ninety (90) days of actual work shall receive full continuous service credit from their date of last hire and shall become eligible for all fringe benefits commencing their ninety first (91st) day of actual work. Any employee hired as a temporary employee shall not be eligible for fringe benefits and are not eligible to accrue work days towards passing their probation.
- D. In the event of a reduction in force, probationary and temporary employees shall be laid off before any regular employee within the job position where the layoff occurs. In the event it is necessary to decrease the working forces further, the regular employees with the least classification seniority in the position where the layoff occurs shall be laid off first. Positions where layoffs will occur shall be at the sole discretion of the District.
- E. Recall – Employees on layoff shall be recalled in order of greatest applicable classification seniority to an open position within the classification from which they were laid off and for which they are qualified. If an employee on layoff is recalled to said position and rejects such recall he/she shall lose all of his/her recall rights and his/her continuous service shall be broken and employment relationship severed.
- F. Seniority ends if:
 - (a) Worker is discharged.
 - (b) The employee notifies the District of his/her voluntary resignation.
 - (c) An employee is absent for five (5) consecutive working days without notifying the appropriate manager of the reasons for such absence. Any exception to this shall be at the sole discretion of the Superintendent.
 - (d) An employee has been laid off and is recalled to work but fails to report for work within ten (10) working days of notification at the designated time and place.
 - (e) An employee accepts another job, applies for unemployment insurance, or goes into business for him/herself while on a leave of absence.
 - (f) Is laid off in excess of twelve (12) months.

- G. Neither classification nor unit seniority shall accumulate during a period of layoff, but shall be retained and restored to an employee upon the employee's recall.

Section 3 – Vacancies

- A. It is agreed that all vacancies related to this bargaining unit shall be posted by the District on designated bulletin boards. Any employee wishing to apply for the posted position will apply in writing to the personnel office within ten (10) workdays of the date of the posting.
- B. It is recognized that in filling vacancies, consideration shall first be given by the employer to fitness and ability. The determination of an employee's fitness and ability shall be the sole right and responsibility of the District, as measured against the following considerations:
 - (a) Has the physical qualifications to do the work.
 - (b) Has experience related to the job.
 - (c) Performs the work in the manner required by the job description.
 - (d) Cooperates with supervisors and observes Board rules and regulations.
 - (e) Protects the property and interests of the school district.
 - (f) Reports for work promptly and regularly.
 - (g) Maintains harmonious relations with co-workers.
 - (h) Has a positive attitude towards advancement and the assumption of additional responsibilities.

The District may use tests to assist in determining an employee's qualifications. The form, content and administration of such tests shall be at the sole discretion of the District.

- C. The second District consideration in filling vacancies shall be classification seniority within the classification where the vacancy occurs.
- D. An employee will be granted a maximum of one (1) transfer per year unless the transfer is deemed necessary by the District.

ARTICLE XI - DURATION

This Agreement shall become effective July 1, 2008 and shall remain in full force and effect through June 30, 2011. It is agreed that sections of this Agreement may be reopened by mutual consent at any time and any changes or modifications mutually agreed upon shall become effective as of the agreed upon date.

APPENDIX A

WARNING NOTICE FORM

Name _____

Position _____ Date _____

Warning For:

- | | |
|---------------------------------------|--|
| Insubordination _____ | Loafing on job _____ |
| Smoking in prohibited areas _____ | Defective work _____ |
| Quitting early _____ | Being under influence of alcohol _____ |
| Chronic lateness _____ | Absence without excuse _____ |
| Leaving work without permission _____ | Carelessness _____ |
| Poor Housekeeping _____ | Failure to meet production standards _____ |
| Chronic absence _____ | Gambling on premises _____ |
| Failure to obey safety rules _____ | Dishonesty _____ |
| Horseplay _____ | General conduct (explain below) _____ |

This is the first _____ second _____ third _____ final _____ warning for this offense

Comment _____

Employee Signature: _____

Supervisor's Signature: _____

APPENDIX B

EMPLOYEE COMPLAINT REPORT FORM

EMPLOYEE
NAME _____

CONCERN _____

DATE _____ TIME _____ PLACE _____

SPECIFIC RECOURSE SOUGHT

DATE OF INFORMAL MEETING _____ DATE OF
MEETING _____

SUPERVISOR'S DISPOSITION:
ACCEPTED _____ DENIED _____

(Attachments as necessary)

DATE OF APPEAL TO THE OFFICE OF THE
SUPERINTENDENT _____

DATE OF SUPERINTENDENT MEETING _____

OFFICE OF THE SUPERINTENDENT DISPOSITION:
ACCEPTED _____ DENIED _____

(Attachments as necessary)

DATE OF SCHOOL BOARD HEARING _____

BOARD'S DISPOSITION:
ACCEPTED _____ DENIED _____

(Attachments as necessary)