

**COLLABORATIVELY  
NEGOTIATED AGREEMENT**

**BETWEEN**

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**THE ALEUTIANS EAST BOROUGH  
SCHOOL DISTRICT**

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**AND**

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**THE ALEUTIANS EAST  
SUPPORT STAFF ASSOCIATION**

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**FOR THE THREE-YEAR PERIOD**  
**01 JUL 2016 • THROUGH • 30 JUN 2019**

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## **ARTICLE I PREAMBLE/RECOGNITION**

The Aleutians East Borough School District recognizes the Aleutians East Support Staff Association (AESSA) as the exclusive bargaining representative for all classified personnel currently employed or those to be employed by the District including those who are under contract, on District approved leave, and long term substitutes.

The bargaining unit shall exclude the Superintendent, central office administrators, principals, and other District employees whose job duties include evaluation of District employees.

The District will not bargain with or recognize any "employee recognition" other than the Aleutians East Support Staff Association (AESSA) as representing the employees of the District in the bargaining unit defined in this section as defined by State Statute.

Excluded from the bargaining unit are the business manager, the Superintendent's secretary, and technology coordinator.

## **ARTICLE II DURATION**

This agreement and its provisions shall become effective **July 1, 2016**, or upon date of ratification by both parties, whichever is latest, and shall continue in force until **June 30, 2019**. The terms and conditions of employment contained herein shall remain in full force and effect at not less than the conditions stated until a successor contract has been negotiated, except as allowed by the Public Employment Relations Act.

## **ARTICLE III CONFORMITY TO LAW**

If any article or part of this agreement is held to be contrary to law or nondelegable by a court of competent jurisdiction, or if compliance with or enforcement of an Article or part would be restrained by such court, the remainder of the Agreement shall not be affected thereby and the parties shall meet to resolve the affected language with the resolution signed by the parties and attached to this agreement as an addendum.

## **ARTICLE IV STATUS OF AGREEMENT**

If an employee's individual contract contains language inconsistent with the terms of this Agreement, this Agreement shall be the controlling document.

## **ARTICLE V DEFINITIONS**

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both masculine and feminine; and words denoting numbers include both singular and plural.

For the purposes of this Agreement words used shall be as defined as follows:

- A. "Agreement" or "Master Contract" shall mean this document and all previous contained herein in its entirety.
- B. "AESSA" shall mean the Aleutians East Support Staff Association.

- C. "Association Representative" and "Association Representation" shall mean the Association president or his/her designee.
- D. "Board" shall mean the Aleutians East Borough School District Board.
- E. "Consultant" shall mean any party that is not a staff or board member.
- F. "Day" shall mean calendar day, excluding holidays, except as otherwise specified in this Agreement.
- G. "Week" shall mean five (5) consecutive working days.
- H. "Long Term Substitute" means an employee placed under this contract to perform the duties of any employee for a specified time.
- I. "Supervisor" when designated by the Board, shall mean staff member whose responsibilities include evaluation.
- J. "Seniority" shall mean the period of service in the District including approved leaves. Such date of hire shall be the most recent date of hire in the AEBSD.
- K. "Superintendent" shall mean the AEBSD Superintendent of Schools or his/her designee.
- L. "Employee" shall mean any classified staff member in the Aleutians East Borough School District whose primary responsibility is defined in a job description published in the District Administrative Procedures Manual and incorporated in the Agreement by a reference.
- M. "Transfer" shall mean the assignment of an employee to a different position, BUT excluding change of community.
- N. "AEBSD" shall mean the Aleutians East Borough School District.
- O. "Full-Time" shall mean any staff member scheduled to work six (6) or more hours per day.
- P. "Part-Time" shall mean any staff member scheduled to work less than six (6) hours per day.
- Q. "Temporary" shall mean an employee working on an as needed basis, short term, substitutes, etc.
- R. "Permanent" shall mean an employee working in a permanent position established by the Board whose hire has Board approval.

#### **ARTICLE VI DISTRIBUTION**

The District shall provide to the AESSA President a hard copy and an electronic copy of the ratified negotiated agreement within thirty (30) days of its ratification.

#### **ARTICLE VII NEGOTIATIONS**

- A. The AEBSD/AESSA negotiating team supports the collaborative bargaining process and expects that in future negotiations this process will be considered.

B. Negotiations shall be conducted as per Alaska Statute.

C. Meeting Procedure

1. A certified letter requesting negotiations be opened may be submitted by either party after October 1<sup>st</sup> of the school year in which the Agreement expires. The first meeting shall be held within twenty (20) school days after receipt of the request. Requests for negotiation meetings by the District shall be made to the President of the AESSA.
2. Additional meeting(s) will be established to include time and place by mutual agreement. Also, parties will coordinate travel arrangements in order to minimize costs.
3. A maximum of two consultants may be used by either party.
4. Negotiation terms shall consist of no more than five (5) members each plus consultants.
5. Providing that arrangements for employment duties are made, AESSA leave days shall be available for negotiations.
6. Should an agreement not be reached with ninety (90) days following the first negotiating session, a state impasse shall exist. Prior to that, impasse may be declared by mutual agreement if all items have been discussed. The date of impasse may be extended by mutual agreement of the two negotiating teams.

#### ARTICLE VIII AESSA RIGHTS

**A. Notification of Board Meeting**

Prior to each Board Meeting, the District shall provide to the AESSA representative a copy of the agenda items. This information will be the same as that provided to the Board except for confidential materials and non-public information. The information will be delivered in the same manner to the Board.

**B. Charter to Board Meetings**

District-paid charters transporting Board members and District personnel to Board meetings may be used by an AESSA representative on a space available basis to attend Board meetings if chargeable to AESSA leave and upon approval of the Superintendent if suitable arrangements have been made to carry out the representative's employment responsibilities.

**C. AESSA Attendance at Board Meetings and Board Workshops**

If a Board meeting and/or workshop is held during school hours, the AESSA representative shall be granted time to attend, chargeable to either AESSA or personal leave.

**D. The AESSA shall have, in addition to other rights expressly set forth or provided by statute, the following rights:**

1. The AESSA shall be provided with bulletin boards, or sections thereof, for the purpose of posting AESSA materials at each work site. The AESSA shall also have the right to use the employee mailboxes to distribute Association material.

2. The AESSA shall have the right to use school facilities for meetings and school equipment, when such equipment is not otherwise in use. The AESSA shall pay for the cost of materials and supplies incident to such use and shall be responsible for proper operations.
3. AESSA representatives shall be permitted to transact official AESSA business during times that do not conflict with the supervision or instruction of students. Meetings may not be held during working hours, but other AESSA business may be conducted during working hours.
4. The AESSA shall be notified by the District of the occurrence of any written disciplinary actions of any employee in the bargaining unit. Unless otherwise requested in writing of said employee, the AESSA shall have the right to have a representative at all meetings pertaining to final disciplinary action.

## **ARTICLE IX EMPLOYEE RIGHTS**

### **A. Nondiscrimination**

The District shall not discriminate against any employee due to participation, membership, or non-membership in the AESSA, so long as the activity does not conflict with local, state or federal laws.

### **B. Open Personnel Files**

All employee personnel files shall be maintained under the following conditions:

1. All materials, except references and information originating outside the District on the basis of confidentiality, placed in an employee personnel file, shall be available to the employee for inspection at reasonable times and at reasonable notice upon request to, and in the presence of, the Superintendent or his/her designee. Anonymous material shall not be placed in the file.
2. The employee shall receive a copy of all material to be placed in the employee's personnel file regarding conduct, performance, character or personality during the employee's employment with the District.
3. Evaluation forms and other documents pertaining to employee performance and character shall remain a permanent part of the employees personnel file and no such items shall be removed without written permission of the employee.
4. The employee shall be furnished copies of materials in the employee's personnel file upon written request on a one-time basis at District expense. Additional requests and copies will be at the employee's expense.
5. Upon the employee's written request, materials found to be inaccurate or untrue as determined through the grievance procedure, will be removed from the employee's file.

### **C. Due Process**

1. No employee shall be disciplined without cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the AESSA in writing.

2. An employee shall be entitled to have present a representative of the AESSA during any meeting, which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no permanent action shall be taken with respect to the employee until such representative of the AESSA is present unless the employee fails to obtain the presence of an AESSA representative within 24 hours of the District's notification to the employee that a meeting is to take place.
3. The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.
4. Any complaint made against an employee by any parent, student, or other person other than a complaint that may constitute a crime, will be called to the attention of the employee. Any complaint, other than a complaint that may constitute a crime, not called to the attention of the employee may not be used as the basis of any disciplinary action against the employee.

## **ARTICLE X CONDITIONS OF EMPLOYMENT**

### **A. Work Year**

Shall be considered to be the number of days worked for the job classification for the individual employee during the school district fiscal year (July 1-June 30).

### **B. Work Day**

Shall be defined by this agreement and individual's annual employment notification consistent with other provisions in this agreement.

Full-time classified employees shall receive a 30 minute duty free, unpaid lunch break each work day.

A part-time employee is defined as one working less than 30 hours per week.

### **C. Notification of Non-Employment/Re-Employment**

The deadline for notification of intent not to re-employ staff members shall be done in writing by certified mail postmarked on or before the last teacher working day on the school calendar.

### **D. Assignment and Transfers**

Determination of placement of all staff members within the District and specific assignments to each school is the responsibility of the District Superintendent. The Superintendent shall annually prepare a tentative staffing plan as soon as is practically possible.

The District shall notify employees of their tentative site location and assignment for the following year by the last teacher workday or as soon as possible following notification of intent to reemploy. The tentative site location and assignments shall be expressed in individual's annual notification of employment.

Changes after notification in site and assignment shall be made only after consultation with the effected employee and shall not be made for arbitrary or capricious reasons.

**E. Voluntary Transfer and Reassignment**

Staff members may request to be transferred or reassigned to any position for which they qualify. Transfers will be based on the Superintendent's approval in accordance with District Policy.

**F. Involuntary Transfer**

No individual will be transferred to any other community without his/her consent.

**ARTICLE XI COMPENSATION**

**A. Wage Schedule Placement**

Initial placement will be based upon Superintendent's determination of the employees' qualifications for the job. Experience will be credited for one step for each year up to six (6) years of full time work equivalence. The Superintendent will decide where an employee will be placed for experience and education credits.



**Aleutians East Borough School District**  
**CLASSIFIED HOURLY WAGE SCHEDULE 2016-2017**  
 CONTRACT YEAR ONE

**FY2017**

**LEVEL:** BASED ON EDUCATION  
**COLUMN:** BASED ON YEARS OF EXPERIENCE  
**RANGE:** BASED UPON JOB CLASSIFICATION

LEVEL 1		Column									
		1	2	3	4	5	6	7	10	15	20
Range	I	MINIMUM WAGE 9.75									
	II	12.80	13.34	13.87	14.39	14.92	15.44	15.98	16.67	17.41	18.16
	III	13.91	14.43	14.95	15.49	16.00	16.51	17.04	17.81	18.60	19.43
	IV	16.01	16.56	17.14	17.68	18.14	18.67	19.20	20.06	20.97	21.90
	V	18.18	18.71	19.28	19.80	20.36	20.84	21.35	22.32	23.35	24.41
	VI	20.35	20.89	21.47	21.99	22.48	23.00	23.54	24.64	25.76	26.95
	VII	22.56	23.05	23.61	24.12	24.65	25.18	25.71	26.91	28.15	29.46

LEVEL 2		Column									
		1	2	3	4	5	6	7	10	15	20
Range	I	MINIMUM WAGE									
	II	12.99	13.53	14.05	14.56	15.10	15.62	16.19	16.91	17.66	18.43
	III	14.08	14.59	15.14	15.66	16.17	16.70	17.31	18.08	18.88	19.73
	IV	16.19	16.75	17.32	17.82	18.32	18.86	19.49	20.35	21.27	22.25
	V	18.39	18.91	19.45	20.00	20.52	21.01	21.70	22.66	23.69	24.77
	VI	20.54	21.07	21.63	22.16	22.65	23.20	23.91	25.00	26.14	27.35
	VII	22.71	23.24	23.76	24.31	24.81	25.34	26.11	27.32	28.57	29.90

LEVEL 3		Column									
		1	2	3	4	5	6	7	10	15	20
Range	I	MINIMUM WAGE									
	II	13.17	13.70	14.24	15.11	15.28	15.80	16.43	17.16	17.89	18.69
	III	14.27	14.79	15.31	15.82	16.36	16.88	17.54	18.32	19.14	20.00
	IV	16.40	16.95	17.48	17.99	18.49	19.04	19.77	20.66	21.58	22.69
	V	18.55	19.09	19.62	20.17	20.68	21.20	21.99	22.99	24.05	25.15
	VI	20.70	21.27	21.81	22.32	22.84	23.36	24.27	25.39	26.56	27.77
	VII	22.89	23.42	23.96	24.45	25.00	25.54	26.49	27.73	29.01	30.38

**Aleutians East Borough School District**  
**CLASSIFIED HOURLY WAGE SCHEDULE 2017-2018**  
 CONTRACT YEAR TWO

**FY2018**

**LEVEL:** BASED ON EDUCATION  
**COLUMN:** BASED ON YEARS OF EXPERIENCE  
**RANGE:** BASED UPON JOB CLASSIFICATION

<b>LEVEL 1</b>		<b>Column</b>									
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>10</b>	<b>15</b>	<b>20</b>
<b>Range</b>	<b>I</b>	<b>MINIMUM WAGE</b>									
	<b>II</b>	12.80	13.34	13.87	14.39	14.92	15.44	15.98	16.67	17.41	18.16
	<b>III</b>	13.91	14.43	14.95	15.49	16.00	16.51	17.04	17.81	18.60	19.43
	<b>IV</b>	16.01	16.56	17.14	17.68	18.14	18.67	19.20	20.06	20.97	21.90
	<b>V</b>	18.18	18.71	19.28	19.80	20.36	20.84	21.35	22.32	23.35	24.41
	<b>VI</b>	20.35	20.89	21.47	21.99	22.48	23.00	23.54	24.64	25.76	26.95
	<b>VII</b>	22.56	23.05	23.61	24.12	24.65	25.18	25.71	26.91	28.15	29.46

<b>LEVEL 2</b>		<b>Column</b>									
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>10</b>	<b>15</b>	<b>20</b>
<b>Range</b>	<b>I</b>	<b>MINIMUM WAGE</b>									
	<b>II</b>	12.99	13.53	14.05	14.56	15.10	15.62	16.19	16.91	17.66	18.43
	<b>III</b>	14.08	14.59	15.14	15.66	16.17	16.70	17.31	18.08	18.88	19.73
	<b>IV</b>	16.19	16.75	17.32	17.82	18.32	18.86	19.49	20.35	21.27	22.25
	<b>V</b>	18.39	18.91	19.45	20.00	20.52	21.01	21.70	22.66	23.69	24.77
	<b>VI</b>	20.54	21.07	21.63	22.16	22.65	23.20	23.91	25.00	26.14	27.35
	<b>VII</b>	22.71	23.24	23.76	24.31	24.81	25.34	26.11	27.32	28.57	29.90

<b>LEVEL 3</b>		<b>Column</b>									
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>10</b>	<b>15</b>	<b>20</b>
<b>Range</b>	<b>I</b>	<b>MINIMUM WAGE</b>									
	<b>II</b>	13.17	13.70	14.24	15.11	15.28	15.80	16.43	17.16	17.89	18.69
	<b>III</b>	14.27	14.79	15.31	15.82	16.36	16.88	17.54	18.32	19.14	20.00
	<b>IV</b>	16.40	16.95	17.48	17.99	18.49	19.04	19.77	20.66	21.58	22.69
	<b>V</b>	18.55	19.09	19.62	20.17	20.68	21.20	21.99	22.99	24.05	25.15
	<b>VI</b>	20.70	21.27	21.81	22.32	22.84	23.36	24.27	25.39	26.56	27.77
	<b>VII</b>	22.89	23.42	23.96	24.45	25.00	25.54	26.49	27.73	29.01	30.38

**Aleutians East Borough School District**  
**CLASSIFIED HOURLY WAGE SCHEDULE 2018-2019**  
 CONTRACT YEAR THREE

**FY2019**

**LEVEL:** BASED ON EDUCATION  
**COLUMN:** BASED ON YEARS OF EXPERIENCE  
**RANGE:** BASED UPON JOB CLASSIFICATION

LEVEL 1		Column									
		1	2	3	4	5	6	7	10	15	20
Range	I	MINIMUM WAGE									
	II	12.80	13.34	13.87	14.39	14.92	15.44	15.98	16.67	17.41	18.16
	III	13.91	14.43	14.95	15.49	16.00	16.51	17.04	17.81	18.60	19.43
	IV	16.01	16.56	17.14	17.68	18.14	18.67	19.20	20.06	20.97	21.90
	V	18.18	18.71	19.28	19.80	20.36	20.84	21.35	22.32	23.35	24.41
	VI	20.35	20.89	21.47	21.99	22.48	23.00	23.54	24.64	25.76	26.95
	VII	22.56	23.05	23.61	24.12	24.65	25.18	25.71	26.91	28.15	29.46

LEVEL 2		Column									
		1	2	3	4	5	6	7	10	15	20
Range	I	MINIMUM WAGE									
	II	12.99	13.53	14.05	14.56	15.10	15.62	16.19	16.91	17.66	18.43
	III	14.08	14.59	15.14	15.66	16.17	16.70	17.31	18.08	18.88	19.73
	IV	16.19	16.75	17.32	17.82	18.32	18.86	19.49	20.35	21.27	22.25
	V	18.39	18.91	19.45	20.00	20.52	21.01	21.70	22.66	23.69	24.77
	VI	20.54	21.07	21.63	22.16	22.65	23.20	23.91	25.00	26.14	27.35
	VII	22.71	23.24	23.76	24.31	24.81	25.34	26.11	27.32	28.57	29.90

LEVEL 3		Column									
		1	2	3	4	5	6	7	10	15	20
Range	I	MINIMUM WAGE									
	II	13.17	13.70	14.24	15.11	15.28	15.80	16.43	17.16	17.89	18.69
	III	14.27	14.79	15.31	15.82	16.36	16.88	17.54	18.32	19.14	20.00
	IV	16.40	16.95	17.48	17.99	18.49	19.04	19.77	20.66	21.58	22.69
	V	18.55	19.09	19.62	20.17	20.68	21.20	21.99	22.99	24.05	25.15
	VI	20.70	21.27	21.81	22.32	22.84	23.36	24.27	25.39	26.56	27.77
	VII	22.89	23.42	23.96	24.45	25.00	25.54	26.49	27.73	29.01	30.38

**B. Education Credits**

Employee classifications below may be modified annually to Level Two or Level Three with documentation of job related education or training equivalent to twelve semester hours for Level Two and equivalent to twenty-four (24) semester hours for Level Three. Official transcripts will be considered for salary schedule placement adjustment for the current year if received in the District Office prior to December 1. Transcripts received December 2 or later will be considered for adjustment in the subsequent school year.

**C. Wage Schedule Advancement**

Permanent employees will advance one lateral step providing they are continuously employed for one hundred forty (140) or more working days per fiscal year.

**D. PERS Coverage**

Permanent employees in a position that regularly requires working at least fifteen (15) hour per week and seasonal employees who are expected to return to the same position each year or as needed will be covered by the Public Employees Retirement System.

**E. Substitute Pay**

Substitutes will be paid at step one (1) or entry level of the range of the classified employee for whom the person is substituting.

**F. Chaperone Duty**

If a classified employee chaperones on a weekend, they will receive compensation at a daily rate for chaperones only.

**G. Longevity Stipend**

Beginning with FY2014, the Aleutians East Borough School District will provide an annual longevity stipend of \$500 for AESSA members with 20 years or more service to the district.

**H. Employee Classification**

**Range I:** Student Employees

**Range II:** Casual temporary and/or part-time employees to include lifeguards, gym attendants, clerical assistants. No sick leave or vacation leave will be provided.

**Range III:** Employees hired for temporary part-time employment to include temporary secretarial and custodial positions.

**Range IV:** Full or part-time employees to include: teacher aide, assistant cook, or custodian.

**Range V:** Full or part-time program managers independently responsible directly to the Principal or Principal/Teacher for specific program functions to include: classroom instructor, library instructor, preschool instructor, computer instructor, head custodian, maintenance/custodian, head cook, skilled labor, bookkeeper, school secretary and community education director. These may be 10-12 month positions or as needed.

**Range VI:** Permanent, full or part-time employees to include: assistant maintenance, pool manager, bus driver, office manager, and temporary skilled laborers (carpenters, plumbers, electricians, etc.)

**Range VII:** Full or part-time employees to include 12 month, year round employee positions to includes head maintenance.

#### **ARTICLE XII HEALTH INSURANCE**

- A. The District agrees, during the period of this AGREEMENT, to provide a comprehensive program of health insurance for all permanently scheduled full time classified employees. The District will provide a plan with a level of coverage similar to the current level of coverage, including major medical, dental, and vision coverage for the employee, spouse, and dependents.
- B. Classified employees electing to take part in the district health insurance plan are to contribute \$600.00 annually for their own coverage, and an additional \$600.00 per year for spousal coverage. There will be no additional employee contributions for children. Payments will divided into equal payments for months worked.
- C. The District will provide classified employees who qualify for health insurance with \$30,000 of term life insurance at the District's expense.

#### **ARTICLE XIII DUES DEDUCTION**

An employee shall have the right to have AESSA dues deducted from their salary by written authorization. Dues will be deducted as defined and authorized on the dues deduction form. As per language in the individual authorization forms, authorization shall remain in effect from year to year unless withdrawn in writing by employee.

#### **ARTICLE XIV REDUCTION IN FORCE**

If any reduction in force becomes necessary, such reduction shall be on an individual site basis and shall occur according to the following procedure which is in order of priority:

1. Normal attrition,
2. Program needs of students,
3. Employees in order of Seniority,
4. Rehiring of staff only shall be reverse order of layoff, providing employee is qualified for the vacancy and the vacancy occurs within one (1) year of the date the employee was terminated and reapplication is made by the affected employee within two (2) years.

#### **ARTICLE XV EVALUATION**

##### **A. General**

The AESSA agrees with and recognizes the legal mandate upon the District to provide for an efficient and equitable employee evaluation system. The AESSA also recognizes that

evaluations shall be directed toward improving the quality of work. It also recognizes that formal evaluations serve as a method for improvement for the person evaluated.

#### **B. Procedures**

1. The Board approved employee evaluation documents shall be used for all personnel.
2. The evaluation shall be accompanied by a descriptive commentary (narrative).
3. The employee evaluated has a right to review each written evaluation prior to final submission and comment in writing on any matter containing in it.
4. If a deficiency is identified through the evaluation proceedings, the District shall provide a plan of assistance to alleviate that weakness.
5. The only persons having access to employee evaluations are the employee and specifically designated certified administrative staff members.

### **ARTICLE XVI LEAVES**

#### **A. Sick Leave**

**Sick Leave:** Employees shall accrue one and one-third (1 1/3) days/shifts of sick leave per month and shall include incapacity or illness associated with pregnancy. Sick leave shall also be available for use of illness of immediate family with a maximum of three (3) days/shifts per occurrence or five (5) days/shifts if out of town travel is required. Sick leave days/shifts per occurrence or five (5) days/shifts if out of town travel is required.

Elective medical treatment that can be performed during vacations or when school is out for the summer without substantial detriment to the teacher, shall not be eligible for sick leave.

**Sick Leave Transfer:** All classified employees who are members of the bargaining unit shall be allowed to transfer up to two (2) days of sick leave per school year to another employee who is a member of the bargaining unit. Transfers may occur when said employee has exhausted his/her own sick leave, and the donating employees have signed and submitted authorization for said transfer, with a maximum transfer of twenty (20) days per recipient per year.

#### **B. Family Leave**

The AEBSD recognizes the statute of the Family Medical Leave Act and it will apply to all district classified employees.

#### **C. Adoption/Maternity/Paternity Leave**

Adoption/Maternity/Paternity Leave (AMP) with pay shall be granted upon prior application to the District to a parent in order to complete the adoption process, have a baby, or assist at your own baby's birth. Up to five (5) days/shifts of AMP leave shall be available upon exhaustion of the employee's personal leave.

#### **D. Bereavement Leave**

Five (5) days/shifts per occurrence shall be granted with pay for bereavement of any member of the immediate family and/or spouse's immediate family. Such leave is non-cumulative.

#### **E. Jury Duty and Subpoena Leave**

1. Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on contracted days/shifts shall be deducted from the employee's salary. The employee shall notify the District when notification to serve on jury duty is received.
2. Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. If any witness fees are paid, that amount shall be deducted from the employee's regular pay.
3. Any transportation, meal or lodging expenses reimbursed shall be retained by the employee.

#### **F. Personal Leave**

1. Employees shall have three (3) personal leave days/shifts with pay per year to be used for personal business, household or family matters which requires absence during school hours. Prior notification shall be made to the employees' immediate supervisor for personal leave (except in the case of emergencies) and the applicant for such shall not be required to state the reason for taking such leave other than that he/she is taking it under this section.

Personal leave shall accumulate to a maximum of six (6) days/shifts. Personal leave may not be attached to a holiday or vacation period.

2. Unused personal leave may be compensated upon written request, at the employees pay rate at the end of each work year or at resignation, termination or death, whichever comes earlier.

#### **G. Emergency Leave**

At the District's discretion every employee shall have five (5) emergency leave days with pay per year. Emergency leave is available only after all personal and applicable sick leave have been used. Emergencies are situations which require absence during school hours. Emergency leave can be used for mechanical and weather reasons after personal leave has been exhausted. Such leave requests shall not be denied for arbitrary or capricious reasons. This leave may not be used to extend a vacation.

#### **H. AESSA Leave**

The District shall provide the AESSA ten (10) days annually of leave with pay.

## **I. Civic Duty Leave**

The District shall provide an employee who is a member of the City Council, Borough Assembly, or Tribal Government with ten (10) days of leave with pay to attend to City Council, Assembly business, or Tribal government business.

## **ARTICLE XVII GRIEVANCE PROCEDURES**

### **A. Definitions**

1. A grievance is any claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
2. A grievant is the person of the AESSA making the claim.
3. A party-in-interest is the person making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Employee Grievance Committee is a committee of AESSA members providing liaison, support services, and representation in grievance matters.

### **B. Purpose**

To secure, without delay, at the lowest possible level, equitable and prompt solution to the problems which arise affecting the welfare or working conditions of employees and does not include non-retention or dismissal, nor a claim with regard to alleged violation of any statute or regulation.

### **C. Procedure**

All time periods stated herein shall be considered maximum times but when required may be extended by mutual agreement.

#### **1. Local Level**

- a. In any such procedure the Employee's Grievance Committee of the AESSA must be notified in writing by the grievant within ten (10) days of the occurrence of the grievance or knowledge of the alleged grievance. (Fax machines may be used for notification purposes.)
- b. Following receipt of the notice of the grievance the Employee's Grievance Committee shall request that all parties in interest meet as soon as possible at a mutually agreed upon site and attempt to resolve the problem. The grievant may be represented by the AESSA.
- c. The District shall notify the Employee's Grievance Committee of the disposition of the matter at this level within five (5) working days.

#### **2. District Level**

In the event that the local level and the district level are not one in the same, the grievance will be brought to the Superintendent as the next step.



Procedures are that same as the local level.

### 3. Final Appeal Level

- a. If the AESSA is not satisfied with the disposition of the grievance at Step 1 and/or Step 2, the AESSA can submit the grievance to arbitration before an impartial arbitrator. Unless the parties otherwise mutually agree, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement.
- b. The costs for the service of the Arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them. The scope of the arbitrator's authority may be modified by mutual agreement.

### D. Employee Participation Rights

No reprisals shall be taken by the Board or any Administrator against any part in interest, school representative, AESSA member or any participant herein.

Any party herein may be represented at all stages of the procedure by an AESSA representative of his/her choice; and further, present witnesses and documents together with advise and access to counsel.

### E. Miscellany

1. The AESSA may proceed with grievances in writing for processing through the level of procedure.
2. All decisions at any level shall be in writing fully explaining the decision and the reason therefore and transmitted to all parties in interest.
3. All relevant material to the issue raised in the grievance shall be mutually exchanged by the parties.
4. No individual Grievant or Grievance Committee shall suffer loss of pay for his or her required attendance under this procedure.
5. Release time

Should the processing of any grievance, excluding any investigation, require that an employee or an AESSA representative be released from his/her regular class assignment, he/she shall be released without loss of benefits. An AESSA representative is allowed to represent employees and investigate and present grievances to the District when mutually agreed upon meetings are scheduled during the workday. Provided, however, this provision is not to interfere with student contact time.

#### **F. Personnel Files**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

#### **G. Grievance Forms**

Forms for filing grievances, serving notices, taking appeals, reports and recommendations and other necessary documents will be prepared jointly by the Superintendent and the AESSA so as to facilitate operations of the grievance procedure.

### **ARTICLE XVIII HOURS OF WORK/OVERTIME**

Employees' hours of work and overtime shall be in compliance with the Federal Fair Labor Standards Act and applicable state statute.

### **ARTICLE XIX HOLIDAYS/VACATIONS**

All employees shall receive the following paid holidays which fall within their work year:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Day

The intent of this article is to provide holidays enjoyed as of June 1, 1990.

#### **Worked Holidays**

Employees who are requested to work on the above described holidays shall receive one and a half (1 ½) their base rate for all hours worked on such holidays.

#### **Holidays During Vacation**

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

#### **Vacations**

Annual leave with pay shall be allowed to each employee with six (6) months continuous service at the rate described below. During the first six (6) months of service no annual leave with pay shall be allowed. Only 12-month employees will be eligible for annual leave.

### Vacation Accrual Schedule

Number of Years of Service obtained equates to the number of Vacation Days earned:

SERVICE YEARS	VACATION DAYS
1	10
2	12
3	14
4	16
5	18
6	20
10	25

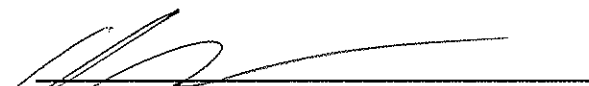
1. No more than ten (10) days of vacation may be carried over from one year to the next.
2. Vacation that extends beyond thirty (30) days shall receive specific approval of the Superintendent.

**ARTICLE XX ACCEPTANCE**

The following representatives, duly by the Aleutians East Borough School District and the Aleutians East Support Staff Association, accept and approve this Agreement as ratified.

**Aleutians East Borough School District**

For the AEBSD:

  
SIGNATURE

President 11-29-16  
TITLE DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE DATE

**Aleutians East Support Staff Association**

For the AESSA:

  
SIGNATURE

President 11/2/16  
TITLE DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE DATE