

**CRAIG CITY SCHOOL DISTRICT
CLASSIFIED EMPLOYEES GROUP
of the CRAIG EDUCATION ASSOCIATION
NEGOTIATED AGREEMENT**

July 1, 2017

Through

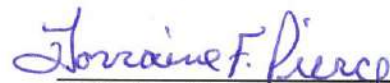
June 30, 2020

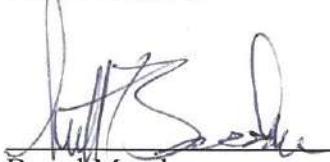
The term of this agreement shall be from July 1, 2017 to June 30, 2020

Craig City School District

Classified Employee Group


Board Member 6/28/17
Date


CEA President 7-5-17
Date


Board Member 6/28/17
Date


CEA Secretary 6/27/17
Date

THIS AGREEMENT is entered into this 1st day of July, 2017, between the CRAIG CITY SCHOOL DISTRICT hereinafter referred to as the District and the CLASSIFIED EMPLOYEES GROUP of the Craig Education Association hereinafter referred to as CEA. Hereinafter, "FULL TIME" shall mean "30 hours or more during the permanently assigned work week" and "PART TIME" shall mean "less than 30 hours during the permanently assigned work week."

PURPOSE

It is the purpose and intent of the parties hereto to provide for orderly collective bargaining relations between the District and the CEA to set forth the salaries and terms and conditions of employment of the classified employees.

ARTICLE I INSURANCE

The District shall provide health insurance benefits equal to those provided to certified members of the Craig Education Association, to full-time employees. Classified full time employees shall pay (50%) of the cost of insurance certified staff pay. This will be negotiated during the next contract period. Part-time employees working more than twenty (20) hours during the permanently assigned work week shall have the option to participate in the school insurance program. The District shall pay fifty percent (50%) of the premium should part-time employees opt for such coverage, with a cap of \$1,000, for the employee contribution. Coverage shall be continuous as long as the employee continues to be employed by the District. Coverage shall terminate on the last day of the month in which the employee's service to the District ends. For employees who are employed on the last day of a school year and on the first day of the following school year, coverage shall include the summer break.

ARTICLE II BREAKS

Each employee will be granted a fifteen (15) minute break mid-shift prior to lunch and/or mid-shift after 30 minute unpaid lunch break, providing that the shift is at least 3.5 hours in length. The employee's supervisor must approve the scheduling of breaks.

ARTICLE III EVALUATIONS

An evaluation of the employee's work performance shall be completed and reviewed with the employee upon completion of the probationary period. The probationary period shall be ninety (90) days. A satisfactory evaluation shall be necessary for continued employment.

Classified employees shall be evaluated annually by their immediate supervisor and evaluations shall be approved by the administrator. The evaluation shall be reviewed with the employee.

Evaluations shall be conducted with reference to written job descriptions, which shall be provided at initial employment or change of job or job status.

ARTICLE IV SALARY SCHEDULE

The District and CEA shall be bound by the Salary Schedule (attached hereto as Addendum A and incorporated herein for all purposes). Initial placement on the salary schedule will be done with consideration of previous experience directly related to the position. Up to four (4) years of experience may be granted with placement at the discretion of the superintendent. Advancement on the pay scale for full and part time permanent employees will be on the anniversary date of hire.

At the beginning of each contract period, the superintendent and CEA will review Classified job responsibilities and establish placement for job classifications on the salary schedule. Please see Appendix A on page 9. Should a disagreement among CEA and administration exist regarding job classification assignment, an appeal process can be pursued through the board.

ARTICLE V SUBSTITUTING

Any employee asked to substitute for another employee in a higher paying position shall be paid at the rate of that job classification at the substitute's seniority level. However, there shall be no reduction in pay if an employee is asked to fill a position with a lower rate of pay than his or her own.

ARTICLE VI LEAVE

SICK LEAVE: Classified full-time employees agree to be governed by sick leave regulations of 4 AAC 15.040. The DISTRICT shall credit, without limit, sick leave with pay to all classified full time and part time employees in a manner consistent with the following provisions: sick leave is accrued at the rate of one and one-third (1 1/3) prorated days for each calendar month or each major portion of each calendar month of actual service. If an employee exhausts his/her sick leave before the end of the school year, he/she may use the remainder of his/her unaccrued sick leave days for the year as needed. Days so used will be charged against the balance of the employee's sick leave as it accrues.

Classified employees may use sick leave during unpaid vacation, holiday and leave times such as Thanksgiving, Christmas, and spring breaks during the school year, but not including summer vacation. Employees must submit written verification from a doctor upon return and will only be compensated for the day(s) of the doctor visit- travel days are not included.

The proposal will sunset (not carry over into the new contract) unless and until it is re-evaluated during the next contract negotiation period as it must be re-authorized. The intent is for it to continue if both parties agree it is working as intended.

There is established a sick leave bank which any staff member covered by this agreement may voluntarily join.

1. Staff members who choose to join the sick leave bank must do so within thirty (30) days of the start of their school year. Membership shall be continuous after initial enrollment, provided that a member may withdraw from membership within thirty (30) days of the start of that persons school year. Enrollments and withdrawals shall be tendered to the District in writing.
2. Each new member of the sick leave bank shall contribute one day of sick leave upon enrollment. Whenever the number of banked days falls below 40, each member shall contribute one day. The sick leave bank shall not accumulate sick days other than the contributions required or allowed in this paragraph. Members may voluntarily contribute accumulated sick leave days to the sick leave bank.
3. A staff member who has contributed sick leave to the sick leave bank in accordance with this article, and has not withdrawn from membership, is a member.
4. Sick leave time contributed to the bank shall remain the property of the bank, and no donor shall have any further claim to the donated days.
5. A person withdrawing from membership with the bank will not be able to withdraw the contributed days.
6. A person will be able to withdraw days from the bank after his/her sick leave and personal leave are depleted.
7. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
8. Sick leave bank days may be withdrawn from the bank for an individual member's illness, injury, or in cases of extreme hardship.
9. A bank member may withdraw not more than twice the number of sick leave days he/she has accumulated before the first day of school in any school year, or 24 days, whichever is greater.
10. A request for sick leave bank days shall be submitted to the sick leave bank committee for consideration on the sick leave bank application form and must be accompanied by verification of need from a physician.

11. The sick leave bank committee shall consist of 4 members appointed by the association and one school board member. Any decision made about sick leave bank can be appealed to the committee once more after the initial decision is made. Then the decision of the sick leave bank shall be final.
12. In cases where a sick leave bank member is unable to meet a donation required by paragraph 2 above, the sick leave bank committee, at its discretion, may waive this requirement.
13. If any bargaining unit sick leave bank member, due to severe illness or extreme hardship, is in need of sick leave, and has exhausted the other sick leave bank opportunities in this Agreement, he or she may submit a request for additional sick leave bank days to the school board. The school board, after determining the validity of the request will notify the sick leave bank committee. See section 14.14.105

PERSONAL LEAVE: Each classified employee shall receive four (4) personal leave days annually, accruable to five (6) days. Leave days shall be paid the number of hours scheduled for the day leave is taken, The employee agrees to notify the DISTRICT a minimum of one (1) week prior to the use of this leave, except when used for travel emergencies, in which case the employee will notify the District as soon as possible. Personal leave shall not be taken during the first two student attendance weeks of school or the two weeks before school is dismissed. Leave will be granted with priority given to employees who have not been granted similar leave in the last three years and pending availability of suitable substitutes. Leave that is not used during the school year will be purchased by the DISTRICT at the substitute rate per hour times the number of hours that the employee works per day.

MATERNITY LEAVE: Classified employees may request up to twelve (12) weeks of unpaid leave for maternity leave.

ASSOCIATION LEAVE: Classified employees shall be eligible to participate in the use of Association Leave, as allowed in the negotiated agreement with certified employees. This shall not be construed to provide for additional leave beyond the ten days granted to the Association.

ARTICLE VII PARTICIPATION IN PERS

The DISTRICT agrees to enroll classified employees employed for more than fifteen (15) hours a week in Public Employees Retirement System and pay the employer's portion of the plan. Classified employees hereby authorize the deduction of the employee's portion of the plan in accordance with AS 39.35.170.

ARTICLE VIII REDUCTION IN FORCE

The number of classified positions for the District and assignment of classified employees for each school or program will be determined by the Superintendent on the basis of such factors as enrollments, program needs, experience and qualifications of current personnel and financial resources.

In the event that the Superintendent determines that a reduction in the number of classified positions is necessary, the following procedures will be followed:

1. Normal attrition will be considered prior to any staff reductions.
2. Consideration will be given to the following, in order:
 - Individual most qualified for remaining positions, including "highly qualified" under No Child Left Behind Act
 - Evaluation ratings
 - Options for reassignment within and/or outside of current job classifications
 - Length of employment with the District
 - Extent of training

Classified employees who are laid off through the Reduction in Force process shall have rehire rights for one year, in the reverse order of layoff. An employee who is offered a position under this provision, but does not exercise the right of rehire shall relinquish any further right of rehire. An employee whose right of rehire shall expire within 30 days may receive an extension of the rehire right for a period not to exceed 6 months, upon written request to the district, provided that the request is received in the District office prior to the expiration of the initial period.

Full time positions which are reduced to part time, or part-time positions whose hours are reduced by 10% per week or more, will be considered a RIF.

Employees to be terminated will be provided thirty (30) days written notification.

ARTICLE IX PERSONNEL FILES

The District shall maintain one official personnel file for each employee at the District central office. This file shall include evaluation materials, contracts, professional certificates, and transcripts. Employees shall have the right to review their official personnel files in the office during non-duty time. Each employee shall have the right to review, initial and attach comments to any evaluation material prior to its being made a part of the official personnel file. Items from a personnel file may not be removed from the central office or Principal's office area(s), and must be kept in a secure file.

One copy of the information in the file will be made available annually to the employee upon request, with the cost of reproduction borne by the employee. Any person qualifying to look in a personnel file will sign the record of access form attached to the front of the file.

ARTICLE X EDUCATION

The District recognizes the importance of having highly trained and educated employees. Insofar as practical, the District will provide educational assistance to regularly employed classified employees. The District will establish qualifications and levels of assistance based upon the needs of the District and available resources.

ARTICLE XI EMPLOYEE NOTIFICATION

Each classified employee will be provided a letter on or before May 15th of each year outlining the status of his or her position for the coming school year.

ARTICLE XII PHYSICAL EXAMINATIONS

The District shall pay for any physical examinations required of Classified employees as a condition of employment. There shall be no loss of wages for work time lost directly related to the conduct of a required physical examination.

ARTICLE XIII VACANCIES AND TRANSFERS

Current employees and CEA will be notified of job vacancies five (5) days prior than public notice is given, and before job offers are made to other persons. Current employees who apply and meet the qualifications for a job vacancy or new position will be given first consideration for that position. All hiring procedures will comply with applicable State and Federal laws and regulations.

ARTICLE XIV ASSOCIATION MEMBERSHIP

A. The District shall deduct local and National Association dues in prorated monthly installments from September to May depending on the date of hire from the payroll of

- all classified bargaining unit members covered by this agreement. If a member joins the National Education Association (NEA), they are automatically enrolled in the state affiliate (NEA-Alaska), and local affiliate CEA per NEA bylaws.
- B. Classified staff seeking membership in NEA/NEA Alaska/CEA shall submit a payroll deduction form to the District no later than 15 days after the date of hire. The Association President shall inform the District in writing by September 15th of each year of the amount of annual dues to be deducted. The District office will send a notice to the Association of planned payroll deductions no later than September 20th.
 - a. Authorization for dues deduction shall continue from year to year unless the staff member terminates or withdraws the authorization in writing.
 - b. Returning members may revoke this authorization as of September 1st of any calendar year by giving written notice to that effect by September 15th of that year to the local president; and District Office.
 - C. The District shall forward all dues and fees collected to the CEA. A list of bargaining unit members and the amount of their deductions shall be given to the Association upon request.
 - D. The Association agrees to and will indemnify and hold the District harmless against any suit against the District on account of any payroll deductions for the Association.

ARTICLE XV HOLIDAYS

Time off for observed holidays will be according to the school year calendar published by the District. If a classified employee is in pay status on the last workday prior to, and the first workday following, a recognized holiday, s/he shall be paid for the number of hours paid in a regular workday. The following are recognized holidays:

New Year's Day	January 1
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday in November
	Friday following Thanksgiving
Christmas Day	December 25
Independence Day	July 4, for those employees whose work schedule includes regular work days in this time period

ARTICLE XVI GRIEVANCE PROCEDURE

It is agreed by the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of recrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, provided such settlements do not violate this agreement or compromise the state law. Nothing in this article or elsewhere in this agreement shall be construed as preventing free and open discussion of any individual's concerns outside of this grievance procedure. Areas of disagreement not covered by this negotiated agreement may proceed through step 2 of this process concluding, should the employee wish, with an appeal to the Board after ten (10) working days of filing the appeal at step 2.

Section 1. Definitions

For the purpose of this article:

- A. A "grievance" is an alleged violation of this negotiated agreement.
- B. A "Grievant" is any person in the unit covered by this agreement who submits a grievance.

- C. An "Aggrieved Party" is a person, group of people or the Association who submits a grievance.

Section 2. Submission of Grievance(s)

- A. Before submission of a formal grievance, the aggrieved party (parties) must attempt to resolve the matter informally with the immediate supervisor. The grievance shall inform the supervisor that he/she is pursuing the informal stage of the grievance procedures. Should the parties reach agreement on resolution of the grievance at the informal stage, such agreement shall be reduced to writing and signed by the aggrieved party (parties) and the immediate supervisor.
- B. Any formal or informal grievance shall be deemed waived unless it is submitted within twenty (20) working days after the aggrieved party, or the Association knew of the events or conditions on which it is based.
- C. Grievance processing, including discussions, investigations and hearings shall not be conducted during classroom instruction time.
- D. Written or recorded material pertinent to a grievance shall not be included in an individual's personnel file until the entire procedure has been completed.

Section 3. Formal Grievance

If resolution has not been achieved in the informal stage, then:

Step 1.

- A. A grievant shall submit a formal grievance to the Association, who shall keep a copy and forward the original to the principal. An individual grievant may have an Association representative.
- B. The Association may submit any grievance that involves a group or class of grievants. If it is limited in effect to one school, the grievance shall be submitted to the principal. Otherwise, it shall be submitted directly to the superintendent.
- C. Each grievance shall be submitted in writing on a form approved by the Board and Association and shall identify the aggrieved party, the provision(s) of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions, the date of informal discussion and general statement of the grievance and redress sought by the aggrieved party.
- D. There shall be a meeting between the immediate supervisor and the aggrieved party (parties) within five (5) working days.
- E. The supervisor shall respond in writing to each grievance received, with a copy to the Association.

Step 2.

- A. If the grievance is not resolved at step one (1) or if no response is received within five (5) working days after the submission of a grievance, the aggrieved party may submit the grievance to the superintendent. Such submission shall be within ten (10) working days of the determination at step 1 or the date the determination was due.
- B. The superintendent shall, upon request, confer with the aggrieved parties with respect to the grievance, and shall deliver to the grievant a response no later than ten (10) working days after it is received by him. A copy shall be given to the Association. The aggrieved party (parties) may have an Association representative present at this conference.

Step 3.

- A. If the grievance is not resolved at step two (2) or if no response is received within five (5) working days after the submission of a grievance, the aggrieved party may submit the grievance to the School Board. Such submission shall be within ten (10) working days of the determination at step 2 or at the date the determination was due.

- B. The School Board, upon request, may confer with the aggrieved parties with respect to the grievance, and shall deliver to the grievant a response not later than ten (10) working days after it is received by them. A copy shall be given to the Association representative present at this conference.

Step 4. Arbitration

- A. If the grievance is not resolved at step 3 or if no response is received by the date the response was due, the Association may, within fifteen (15) working days after receiving the response or the date the response was due, refer the grievance to Arbitration by requesting that the Federal Mediation and Conciliation Service or American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the superintendent.
- B. Upon receipt of the names of the proposed arbitrators, the superintendent and the Association shall strike names from the list until one is designated as arbitrator.
- C. The arbitrator's decision shall be in writing with copies to the Board and the Association, and shall set forth the arbitrator's findings, reasoning and conclusions on the issues submitted. The arbitrator may adjust pay complaints and fashion remedies s/he judges to be proper under the facts of the case, provided that the award is consistent with the conditions of this agreement and that s/he shall have no power to award punitive damages or change the substance of the contract. Nor shall s/he be empowered to make any decision contrary to law. The decision of the arbitrator shall be binding.
- D. The cost for the services of the arbitrator will be borne equally by the Board and the Association. The arbitrator will be directed to respond within ninety (90) days.

ARTICLE XVII CONCLUSION OF BARGAINING

This agreement shall be in effect July 1, 2017, provided that it has been ratified by CEA and approved by the Board. This agreement shall remain in full force and effect through June 30, 2020, at which time it shall expire.

This agreement constitutes the entire negotiated agreement between the parties and no other agreements, implied or oral, shall supersede any provisions contained herein. The parties acknowledge that they have fully bargained with respect to the 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 collective bargaining for the duration of this agreement. This contract may be modified by mutual agreement of the Association and the Board.

Throughout the life of this agreement, it shall be binding upon the parties individually and collectively, and upon their successors and assigns.

CEA agrees that during the life of this agreement it will not cause, authorize, condone, sanction or take part in any strike, walkout, work interference or withholding of services for any reason.

The Board agrees that during the life of this agreement there shall be no lockout of employees for any reason.

ARTICLE XVIII PUBLICATION OF AGREEMENT

Within 45 days of ratification and signing of this agreement by the parties, the District shall provide the Association with a sufficient number of copies of the agreement for distribution to all classified personnel.

New employees will be given a copy of the agreement within one week of being hired.

Appendix A
Classified Employee Wage Schedule

1. This wage schedule shall be effective for the fiscal periods indicated on the schedule, upon ratification by CEA and the District.

2. Any employee whose movement to a new wage schedule would result in an equal or lower wage will be moved to the first step on the new wage schedule which results in a an increase in wage rate and will move to the successive wage steps as if s/he had the longevity of the school on which placed. Placement on the salary schedule will be done with consideration of previous experience directly related to the position. Up to four (4) years of experience may be granted with placement at the discretion of the superintendent. The superintendent and CEA will review Classified job responsibilities and establish placement for job classifications on the salary schedule. Should a disagreement among CEA and administration exist regarding job classification assignment, an appeal process can be pursued through the board.

3. Sign Language Interpreters will be paid according to the classified salary schedule. For extracurricular activities listed in the CEA certified employees negotiated agreement, compensation will be in accordance with that schedule. Normal wage and hour provisions will apply to extra duties not listed in the certified agreement.

**Appendix A
Classified Wage Schedule
Craig City School District**

Years of Experience	Food Service Worker	Spec. Ed Aides / Tech 1	Custodial / Maintenance	Library Svs	Admin Support	Bus Drivers	Tech 2 Head Cook	ASL Interpreter / Network Tech
	S1	S2	S3	S4	S5	S6	S7	S8

Fiscal Year 2018 (2% to all cells)

1	15.03	15.49	15.79	16.95	17.90	18.70	20.45	27.61
2	15.44	15.90	16.20	17.36	18.31	19.11	20.86	28.02
3	15.85	16.31	16.61	17.77	18.72	19.52	21.27	28.43
4	16.26	16.72	17.02	18.18	19.13	19.93	21.68	28.84
5	16.67	17.13	17.43	18.59	19.54	20.34	22.09	29.25
6	17.08	17.54	17.84	19.00	19.95	20.75	22.50	29.66
7	17.49	17.95	18.25	19.41	20.36	21.16	22.91	30.07
8	17.90	18.36	18.66	19.82	20.77	21.57	23.32	30.48
9	18.31	18.77	19.07	20.23	21.18	21.98	23.73	30.89
10	18.72	19.18	19.48	20.64	21.59	22.39	24.14	31.30
11	19.13	19.59	19.89	21.05	22.00	22.80	24.55	31.71
12	19.54	20.00	20.30	21.46	22.41	23.21	24.96	32.12
13	19.95	20.41	20.71	21.87	22.82	23.62	25.37	32.53
14	20.36	20.82	21.12	22.28	23.23	24.03	25.78	32.94
15	20.77	21.23	21.53	22.69	23.64	24.44	26.19	33.35
18	21.18	21.64	21.94	23.10	24.05	24.85	26.60	33.76

**Appendix A
Classified Wage Schedule
Craig City School District**

Years of Experience	Food Service Worker	Spec. Ed Aides / Tech 1	Custodial / Maintenance	Library Svcs	Admin Support	Bus Drivers	Tech 2 Head Cook	ASL Interpreter / Network Tech
	S1	S2	S3	S4	S5	S6	S7	S8

Fiscal Year 2019 (2% to all cells)

1	15.34	15.80	16.11	17.29	18.26	19.07	20.86	28.16
2	15.75	16.22	16.52	17.71	18.68	19.49	21.28	28.58
3	16.17	16.64	16.94	18.13	19.10	19.91	21.70	29.00
4	16.59	17.06	17.36	18.55	19.51	20.33	22.11	29.42
5	17.01	17.48	17.78	18.96	19.93	20.74	22.53	29.84
6	17.43	17.89	18.20	19.38	20.35	21.16	22.95	30.25
7	17.84	18.31	18.61	19.80	20.77	21.58	23.37	30.67
8	18.26	18.73	19.03	20.22	21.19	22.00	23.79	31.09
9	18.68	19.15	19.45	20.64	21.60	22.42	24.21	31.51
10	19.10	19.57	19.87	21.06	22.02	22.83	24.62	31.93
11	19.52	19.99	20.29	21.47	22.44	23.25	25.04	32.35
12	19.94	20.40	20.71	21.89	22.86	23.67	25.46	32.76
13	20.35	20.82	21.12	22.31	23.28	24.09	25.88	33.18
14	20.77	21.24	21.54	22.73	23.70	24.51	26.30	33.60
15	21.19	21.66	21.96	23.15	24.11	24.93	26.71	34.02
18	21.61	22.08	22.38	23.56	24.53	25.34	27.13	34.44

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Classified Wage Schedule
Craig City School District**

Years of Experience	Food Service Worker	Spec. Ed Aides / Tech 1	Custodial / Maintenance	Library Svs	Admin Support	Bus Drivers	Tech 2 Head Cook	ASL Interpreter / Network Tech
	S1	S2	S3	S4	S5	S6	S7	S8

Fiscal Year 2020 (1% to all cells)

1	15.49	15.96	16.27	17.46	18.44	19.26	21.07	28.45
2	15.91	16.38	16.69	17.89	18.86	19.68	21.49	28.87
3	16.33	16.81	17.11	18.31	19.29	20.11	21.91	29.29
4	16.76	17.23	17.53	18.73	19.71	20.53	22.34	29.71
5	17.18	17.65	17.96	19.15	20.13	20.95	22.76	30.13
6	17.60	18.07	18.38	19.58	20.55	21.37	23.18	30.56
7	18.02	18.50	18.80	20.00	20.98	21.80	23.60	30.98
8	18.45	18.92	19.22	20.42	21.40	22.22	24.03	31.40
9	18.87	19.34	19.65	20.84	21.82	22.64	24.45	31.82
10	19.29	19.76	20.07	21.27	22.24	23.06	24.87	32.25
11	19.71	20.19	20.49	21.69	22.67	23.49	25.29	32.67
12	20.14	20.61	20.91	22.11	23.09	23.91	25.71	33.09
13	20.56	21.03	21.34	22.53	23.51	24.33	26.14	33.51
14	20.98	21.45	21.76	22.96	23.93	24.75	26.56	33.94
15	21.40	21.88	22.18	23.38	24.35	25.17	26.98	34.36
18	21.82	22.30	22.60	23.80	24.78	25.60	27.40	34.78