

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
BOARD OF EDUCATION
AGENDA STATEMENT

No 9 a

MEETING OF May 10, 2020

Reviewed By

Item Title

NEW BUSINESS

Motion to ratify the Negotiated Labor Contract between
KGBSD and IBEW

☒ Superintendent

☒ Personnel

☒ Finance

SUBMITTED BY Beth Lougee, Superintendent

Contact Person/Telephone

APPROVED FOR SUBMITTAL

Katie Parrott, Business Manager 907-247-2116

Name

Phone

SUMMARY STATEMENT:

The School Board is being asked to approve the 2020-2023 Negotiated Labor Contract between KGBSD and IBEW.

ISSUE:

Beginning in early March, representatives from the District and IBEW met to discuss changes to the negotiated agreement that will be in effect from July 1, 2020 to June 30, 2023. A tentative agreement was reached on May 29th, and was ratified by the Maintenance department workers on June 4th. The School Board is now being asked to ratify the agreement, per Board Policy 4000.

BACKGROUND: Negotiated agreements between KEA and IBEW are re-negotiated every three years. Major changes in the tentative agreement include removal of classification IV, a COLA increase of 2.25% in year one and 1.76% in years two and three, a Janus-consistent Union Security provision, a new disciplinary provision, updated overtime provisions and removing compensatory time, updated health insurance program provision, addition of an FMLA section, and the addition of required safety and education meetings, as well as some minor language updates and clarifications. Additional economic benefits include increase in reimbursement for work clothing and personal safety equipment and monthly cell phone stipend.

RECOMMENDATION:

Ratification of the 2020-2023 IBEW Negotiated Labor Contract, as presented.

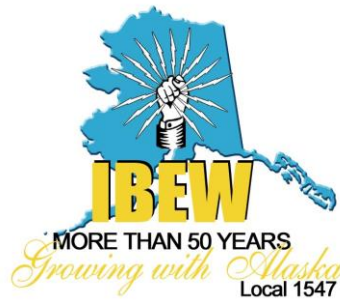
ATTACHMENTS: KGBSD & IBEW 2020-2023 Tentative Agreement

FISCAL NOTE: Increase to FY21 wage obligations equals \$14,245. Increased economic benefits adds a potential of \$8,000. These costs are already included in the FY21 budget.

RECOMMENDED ACTION:

"I move that the Board of Education ratify the 2020-2023 Negotiated Labor Contract between KGBSD and IBEW."

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE
KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
MAINTENANCE EMPLOYEES
AND
THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547



JULY 1, 20~~20~~23 through JUNE 30, ~~2020~~2023

KGBSD-M/IBEW AGREEMENT
JULY 1, 20~~20~~⁴⁷ – JUNE 30, 202~~30~~³⁹

	PAGE
PREAMBLE	3
ARTICLE 1 RECOGNITION	4
ARTICLE 2 UNION SECURITY	5
ARTICLE 3 UNION REPRESENTATION	6
ARTICLE 4 GRIEVANCE & ARBITRATION	7
ARTICLE 5 ECONOMIC BENEFITS & WAGES	10
ARTICLE 6 COMPENSATORY TIME	12
ARTICLE 7 OVERTIME	13
ARTICLE 8 HOLIDAYS	14
ARTICLE 9 PAID TIME OFF	15
ARTICLE 10 MEDICAL BENEFITS	17
ARTICLE 11 RETIREMENT	18
ARTICLE 12 LEAVES OF ABSENCE	19
ARTICLE 13 RIGHTS TO EMPLOYMENT	21
ARTICLE 14 WORKING CONDITIONS	24
ARTICLE 15 TERM OF AGREEMENT	25
SIGNATURE PAGE	26
MEMORANDUM OF AGREEMENT	27
APPENDIX A Warning Notice Form	28
APPENDIX B Employee Complaint Report Form	29
APPENDIX B 1 Grievance Form	30
SALARY SCHEDULE	31

PREAMBLE

This Agreement by and between the Ketchikan Gateway Borough School District, hereinafter called the "Board" or "Employer" and Local 1547 of the International Brotherhood of Electrical Workers, hereinafter called the "Union" or "IBEW".

Whereas, it is the intent and purpose of this Agreement to promote positive and productive 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.

For the purpose of this Agreement, where the male gender is used, it shall mean to cover both male and female employees.

ARTICLE 1
RECOGNITION

SECTION 1.1 EXCLUSIVE REPRESENTATION

- A. In regards to matters relating to specific terms and conditions of this Agreement, the Ketchikan Gateway Borough School District Board of Education recognizes the International Brotherhood of Electrical Workers Local 1547 as the exclusive representative of all permanent maintenance personnel, excluding supervisory employees.
- B. 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.

SECTION 1.2 SCHOOL BOARD RIGHTS

Except for those items expressly which are a specific provision of this Agreement, the Union recognizes and agrees that the Board reserves and retains, solely and exclusively, all of its rights to manage the affairs of the District.

ARTICLE 2 UNION SECURITY

SECTION 2.1

~~As a condition of employment, all permanent employees working within the classifications covered by this Agreement shall share in the cost of maintaining and operating the Union as their collective bargaining agency and therefore, shall be afforded fair and equal representation and all rights, regardless of their Union affiliation.~~

SECTION 2.1

A. All employees working within the classifications covered by this Agreement who are not already Union members may make application to join the Union and therefore, shall be afforded fair and equal representation, regardless of their Union affiliation.

B. The Employer agrees that it will not make recommendations to employees regarding membership in or payment of dues to the Union, including whether to join, to resign or relinquish membership in the Union or to revoke authorization of the deduction of fees to the Union. Questions regarding union membership and dues payments will be directed to the Union.

C. The Employer agrees that it will not disclose to outside entities the home addresses, personal telephone number(s), personal cell phone number(s), or personal e-mail address(es) of any employees except as required by law.

D. Nothing in this Agreement is intended to address the rights of the Union to establish policies under which a nonmember is charged for the cost of a grievance and/or arbitration filed at the request of the nonmember.

SECTION 2.2

During the term of this Agreement, the Employer shall deduct from the wages of employees covered by this Agreement and pay over monthly to the proper offices of the Union the membership dues, working assessments and other lawful charges or equivalent service charge for those employees who individually and voluntarily authorize such deductions in writing by signing an authorization for payroll deduction of Union dues, copies of which shall be provided to the Employer, such authorization shall continue from year to year unless revoked in writing. The IBEW shall indemnify and save harmless the District from any and all claims, demands, suits, and costs (other than clerical errors and their corrections) incurred in connection with any such claim, demand or suit, resulting from any responsible action taken or omitted by the Employer for the purpose of complying with the provisions of this section. The

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Employer will make available a check for the total amount deducted, together with a list of the individuals' names for whom the deductions were made, to the Financial Secretary as designated by the Union on or before the fifteenth (15th) day of the following month.

SECTION 2.3

The Employer will provide the Union with a monthly report containing the following information about employees covered by this Agreement: name and union dues or service charges deducted. The method and format of reporting shall be determined by the Employer. As a condition of receiving the foregoing information, the Union will treat it as confidential and limit its dissemination to official Union representatives. The Employer shall respond within twenty (20) days to any written request from the Union for information as to why any employee was not included with said information. If not satisfied with the response, the Union may submit to the Grievance Procedure contained herein, beginning at Step II, any claim that the Employer has wrongfully excluded any employee from the bargaining unit.

ARTICLE 3
UNION REPRESENTATION

SECTION 3.1

The Union's Business Representative shall appoint no more than three (3) Shop Stewards within this bargaining unit and shall notify the Employer as to their names and specific duties. No other employee or member of the Union, outside of the Business Manager, Business Representative or its appointed Shop Stewards, shall represent the Union.

SECTION 3.2

Shop Stewards shall perform work for the Employer to the same extent as other employees. After having made an appointment, a Shop Steward or other authorized Union representatives, as stated above in Section 3.1, shall be allowed admission to any shop or job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized representatives shall confine their activities during such investigation to matters relating to this Agreement. Notification will be provided to the Superintendent when appointments for investigative purposes are made during the work day.

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SECTION 3.3

The Employer shall furnish bulletin boards for the use of the Union in posting officially signed Union bulletins.

ARTICLE 4
GRIEVANCE AND ARBITRATION

SECTION 4.1

A claim by a represented employee or the IBEW that there has been an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement, may be processed as a grievance as hereinafter provided, except in the case of a grievance resulting from the termination of an employee which shall be submitted to the Superintendent at Step Two (2).

In the event that a represented employee or the IBEW believes there is a basis for a grievance, the represented employee shall first discuss the alleged grievance with immediate supervisor within twenty-five (25) working days after the circumstances giving rise to such grievances occurred. Failure to meet the above time line shall cause the alleged grievance to be deemed waived and shall not be entitled to further consideration.

SECTION 4.2

STEP ONE – IMMEDIATE SUPERVISOR

If as a result of the informal discussion with the building principal/immediate supervisor, a grievance still exists, the represented employee or the IBEW may within ten (10) working days of the informal discussion invoke the formal grievance procedure through the represented employee or the IBEW submitting a written grievance indicating the specific Article(s) and Section(s) violated and remedy sought, dated and signed by the represented employee and IBEW representative. Within ten (10) working days of the receipt of the grievance form, the immediate supervisor shall meet with the represented employee and IBEW representative to hear the alleged grievance. The immediate supervisor shall indicate his/her disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy to the grievant and/or the IBEW representative.

STEP TWO – SUPERINTENDENT/DESIGNEE

If the grievance is not satisfactorily settled after Step 1, the grievance shall be transmitted by the represented employee or the IBEW to the Superintendent/designee within ten (10) working days after the completion of Step 1. Within ten (10) working days, the Superintendent/designee shall meet with the represented employee or the IBEW representative on the grievance and shall meet with the represented employee or the IBEW representative on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy thereof to the grievant and IBEW representative.

STEP THREE – SCHOOL BOARD

If the aggrieved party so elects, within ten (10) days after receipt of the Superintendent's findings, the represented employee or the IBEW may request in writing that the School Board hear the case. The School Board or a sub-committee thereof shall meet with the grievant and/or the IBEW representative and hear the problem within ten (10) days after the receipt of this request. The hearing will be private and the results thereof confidential if allowed by law. The Board will respond in writing to the grievant and the IBEW representative within ten (10) days of the hearing.

STEP FOUR – ARBITRATION

If the grievance is not satisfactorily settled after Step Three, the IBEW may call for arbitration with a demand for such to the Federal Mediation & Conciliation Service (FMCS) and a copy of the demand to the District. Such intent to arbitrate shall be submitted within ten (10) working days of receipt of the answer given in Step Three to the FMCS.

- (a) The arbitration shall be conducted under the rules and jurisdiction of the FMCS.
- (b) Jurisdiction of the arbitrator shall only be in regard to the particular dispute before him/her, and s/he shall have no power or authority to add to, subtract from, modify or change in any way any of the terms of this Agreement or to write any new clause, change an existing clause or write a new agreement. The arbitrator shall have no power to pass upon any subject not specifically provided for in this Agreement.
- (c) Award of the arbitrator shall be final and binding and shall determine the subject of the arbitration for the duration of this Agreement.
- (d) The arbitrator's decision shall be issued no later than twenty (20) working days from the date of the close of the hearings or from the date the final statements and proofs are submitted to him and be final and binding on both parties.
- (e) The expenses and fees of the arbitrator shall be split equally by the District and the IBEW. All other expenses shall be borne by the party incurring them.

SECTION 4.3

A new maintenance employee during their ninety (90) working day probationary period may be discharged or laid off at any time with or without cause and such discharge shall not be subject to the grievance procedure.

SECTION 4.4

The time limits provided in this Article shall be strictly observed but may be extended by mutual written consent of the parties. If the grievant or IBEW fails to meet the specific time limits as stated in this Article, said grievance shall be deemed withdrawn. If the District or its representative fails to meet specific time limits stated in this Article, the grievant may advance the grievance to the next appropriate step within the timelines specified. All written grievances shall be presented and discussed during non-working hours; however, if the Employer or arbitrator schedules a meeting or hearing at Step Four during the working hours of the employee where testimony is necessary ~~to the presentation of the District or the grievant,~~ the employee and if the employee so chooses, an IBEW representative from the District, shall suffer no loss in pay or benefits. In this case, Administrative Leave will be issued and reimbursed to the District by IBEW.

SECTION 4.5

All meetings and hearings under this procedure shall be closed to the public and shall include only the necessary parties, representatives and witnesses as provided by law.

SECTION 4.6

The Board shall not demote, reduce in pay, suspend, or otherwise discipline an employee specifically for filing a grievance or lawful participation in the grievance procedure. The IBEW or any of its representatives shall take no reprisals against any party for participation in the grievance procedure.

SECTION 4.7

The Board and the IBEW agree to make available to the other party all information in their possession pertinent to the issues of the grievance. This shall be done at least five (5) days prior to the hearing in Step Four. No new information shall be allowed as part of the arbitration after submission of such information unless mutually agreed to by the other party.

SECTION 4.8

Any dispute as to the procedure shall be decided by the arbitrator in a separate hearing prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration.

SECTION 4.9

The grievant may request the presence of an IBEW representative at any step of the grievance process.

ARTICLE 5
ECONOMIC BENEFITS & WAGES

SECTION 5.1

- A. No employee shall have his/her wages reduced as a result of 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
Maintenance Mechanic

Classification II

Assistant Carpenter
Maintenance Technology Specialist

Classification III

Maintenance Utility
Grounds/Buildings Utility
Preventative Maintenance Mechanic

Classification IV

Driver

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- 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 Step One (0) of the job title's grade unless the ~~Supervisor of Buildings and Grounds~~ Superintendent and/or designee 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 ninety (90) day probation.~~

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(b) On each July 1, provided the employee has passed his/her ninety (90) day 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 business~~ day of the month. If payday falls on a holiday or weekend, the preceding regular work day shall be the payday.

F.G. ~~Employees may elect to receive a draw of \$700.00 on the 15th day of the month provided that he/she has worked enough hours as of the 15th day of the month to cover the draw.~~

G.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 PTO accumulated and used.

H.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 403b, deferred compensation, credit union, or any other plans or programs jointly approved by the Board, the Union and the employee.

I.J. When an employee is laid off or discharged, he/she shall receive all accrued earnings within three (3) working days of the termination.

J.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 ½) rate.~~

K.L. The maintenance wage schedule shall be designated as Appendix C.

L.M. Effective July 1, ~~2017~~2020, the wage scale found in Appendix C shall be increased ~~.40 cents per hour~~by 2.25%. ~~Step 23 shall be added to Appendix C with a wage increase of .40 cents to steps on Schedule M. (2017-2018 pay matrix represents the increase and additional step).~~

M.N. Effective July 1, ~~2018~~2021, the wage scale found in Appendix C shall be increased by ~~\$0.30 cents per hour~~1.76%. ~~Step 24 shall be added to Appendix C with a wage increase of .40 cents to steps on Schedule M. (2018-2019 pay matrix represents increase and step~~

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addition).

N.O. Effective July 1, ~~2019~~2023, the wage scale found in Appendix C shall be ~~not change~~increased by 1.76%. ~~Step 25 shall be added to Appendix C with a wage increase of .40 cents to steps on Schedule M. (2019-2020 pay matrix represents increase and step addition).~~

ARTICLE 6

COMPENSATORY TIME

SECTION 6.1THIS SECTION RESERVED

~~Compensatory time off may be arranged by mutual agreement between the employee and the Employer. The compensatory time off will be computed at the applicable rate of pay for the time in which it is taken. Compensatory time off must be taken within the same pay period, compensatory time will be paid at the applicable rate of pay.~~

ARTICLE 7 OVERTIME

SECTION 7.1

A. All assigned work performed in excess of the scheduled eight (8) hours in a work day 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 (1 ½) the employee's regular rate of pay. Time and one half (1 ½) will be paid for all work performed on the sixth (6th) consecutive day of work and double time for the seventh (7th) 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. 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.

C. All overtime must be in accordance with Board Policy/AR 4253.

~~C.D.~~ Any employee called to work outside his/her regular hours, as directed by their supervisor, shall receive a minimum of two (2) hours pay at the time and one-half (1 ½) regular rate of pay.

E. If an employee performs work on one of the holidays listed in Article 8, the employee will receive one and one-half (1 ½) times their hourly rate for each hour worked, in addition to their holiday pay. ▲

F. Work required on a holiday must be approved by the Superintendent.

G. The employee's schedule may be adjusted on an as needed basis by mutual agreement of the employee and the employer.

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ARTICLE 8 HOLIDAYS

SECTION 8.1

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

~~Day before Independence Day~~
Independence Day
~~Day after 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

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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 one and one half (1 ½) times 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.~~

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~~E. 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.~~

ARTICLE 9
PAID TIME OFF

SECTION 9.1

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

<u>Years of Service</u>	<u>Hours Earned Per Month</u>
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 six (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 four hundred (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. Employees with 25 or more years of service shall receive all paid time off credits earned but not used.
- C. An employee may accumulate a maximum of eleven hundred twenty (1,120) hours 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~~Superintendent and/or designee, 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 verified medical reasons, over 160 continuous hours (twenty 20 continuous working days) may be granted solely at the ~~Supervisor of Building and Grounds~~Superintendent discretion. ~~Employees will be notified of approval or disapproval within ten (10) working days of receipt of written request for leave in excess of forty (40) continuous hours (five (5) continuous working days).~~ Any employee taking unpaid time off as a result of using all of their paid time off may be subject to employee discipline up to and including termination.

- E. Paid time off in excess of forty (40) continuous work hours (five (5) continuous days) must be requested thirty (30) working days prior to the requested time the leave is to be taken. Employees will be notified of approval or disapproval within ten (10) working days of receipt of written request for leave in excess of forty (40) continuous hours (five (5) continuous working days). Paid days off of forty (40) hours or fewer (five (5) 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~~Superintendent and/or designee. Paid time off of eight (8) hours or less may be requested without any advanced notice but is subject to approval of the ~~Supervisor of Buildings and Grounds~~Director of Maintenance.
- F. Paid time off may be postponed in case of emergency with mutual consent of the Employer and 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 paid for the holiday in accordance with the holiday pay provisions of the agreement.
- I. In cases of injury or ailment which is covered by Worker's Compensation Insurance, accrued PTO shall be used to pay the disabled employee the difference of the wage which the employee would have otherwise earned and the worker's compensation benefit received. Such payments shall not exceed the value of the employee's accrued PTO on the first day of disability and end upon the utilization of all accrued PTO.
- J. Unauthorized leave shall be defined as unauthorized use of leave benefits, non-attendance at required meetings or training, and/or repeated absences or tardies without approval of the supervisor.

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ARTICLE 10
MEDICAL BENEFITS

SECTION 10.1

~~— The District will contribute each year the following per FTE for health insurance premiums out of the District operating fund:~~

Effective July 1, 2012	_____ \$11,500.00
Effective July 1, 2013	_____ \$12,655.00

~~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:~~

- ~~—) offsetting increasing insurance costs~~
- ~~—) reducing the employees' monthly payroll deductions for insurance~~
- ~~—) 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. Upon reaching a fund balance equal to or exceeding \$500,000, the District and the IBEW will open negotiations regarding the transfer of the bargaining units medical coverage to the Alaska Electrical Health & Welfare Fund.~~

~~C. If the School District's contribution toward the health insurance premium to any employee group exceeds that which is stipulated in Section 11.1.a above, the District will increase the per FTE for the IBEW represented employees to an equal amount.~~

A. Total contribution to the health insurance program will be based on the annual negotiated renewal provided to the DISTRICT by the health insurance program brokers in the spring of each year for the following year's rates.

1. The DISTRICT will contribute 90% of the total cost of the Health Insurance program each year.

2. Employee premiums will be set annually based on 10% of the 104% of Expected Cost, which will be provided in the negotiated renewal for the following year.

3. Employee premiums will not fluctuate year to year by more than 2% after the first year of this agreement.
- B. Unless by mutual agreement of KEA and the DISTRICT, the health insurance plan offerings will not change. KEA will have the option of changing plans should the DISTRICT or another bargaining group agree to a change of plan or benefits that is mutually beneficial.
- C. At the conclusion of this agreement, the DISTRICT and KEA will convene a Health Insurance Task Force to review plan benefits and costs, and compare with other plan options. The Task Force will make recommendations to the BOARD at the conclusion of their work.
- D. Once the DISTRICT's Health Insurance Reserve Fund achieves a surplus of \$600,000, the DISTRICT will make a good faith effort to maintain a minimum balance of \$600,000 in order to stabilize employee premium costs. Funds in the DISTRICT's Health Insurance Reserve Fund can only be utilized for health insurance program costs.
- E. At the Insurance Committee's recommendation, if total District expenses fall below 90% of the total cost to the District in providing health care, plus reasonable claims, reserve may be spent to stabilize the employees' percentage of insurance premiums in any of the following ways:
1. Offsetting increasing insurance costs
 2. Reducing the employees' monthly payroll deductions for insurance
 3. Increasing employees' insurance benefits
- F. Current out of pocket costs and deductibles will not increase during the duration of the contract.
- G. In the event KEA and the DISTRICT cannot agree to a Health Insurance policy or plan, the bargaining unit will reserve the right to negotiate a change to this portion of the contract.

SECTION 10.2

- A. A \$50,000 group term life insurance policy will be ~~made available~~provided to each permanent full and part-time employee of this bargaining unit.
- ~~B. An employee who is not a full-time employee shall be eligible for the same group term life insurance policy as a full-time employee.~~

ARTICLE 11

RETIREMENT

By majority vote the bargaining unit elected to make contributions to the Alaska Electrical Pension Plan.

The ~~wages of all bargaining unit positions have been reduced by \$1.00 per hour and employer agrees to deduct \$1.00 per hour and~~ these funds will be sent to the Alaska Electrical Pension Plan (AEPP) as an Employer contribution on behalf of the bargaining unit member.

MOVEMENT OF MONEY: The parties agree that the employees of the bargaining unit may, during the term of the Agreement, allocate not more than fifty percent (50%) of any wage increase (excluding step increases) into the employee's retirement plan as a voluntary employee option in lieu of acceptance of such amount as an increase in wage, so long as:

- 1) the negotiated package does not change;
- 2) the majority of employees within the bargaining unit elect to do so by July 15th of the applicable fiscal year;
- 3) the defined pension plan contribution may not go below the current per compensable hour contribution level;
- 4) all proposed changes are approved by the trustees of the respective plans;
- 5) additional contributions shall not be retroactive but shall commence as soon as practicable.

ARTICLE 12
LEAVES OF ABSENCE

SECTION 12.1 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. If additional day's absences are required, all days in excess of the seven will be deductible from PTO.

SECTION 12.2 EMERGENCY LEAVE

Up to three (3) days per year of emergency leave with pay may be granted to an employee when, because of an emergency situation, an employee is unavoidable 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 12.3 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 (1) 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 12.4 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.

~~— A request for medical leave must be accompanied by a statement from a licensed physician.~~

~~E. The Board shall grant, upon the employee's 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.~~

Commented [KP8]: Moved to FMLA Section

SECTION 12.5 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 the 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.

SECTION 12.6 FAMILY MEDICAL LEAVE

A. The Board shall grant, upon the employee's request and a supporting statement from a licensed physician, up to eighteen (18) weeks of unpaid leave for the purpose of:

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1) Caring for a seriously ill parent, child or spouse;

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2) Because of his/her own serious illness.

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B. An employee on a leave of absence without pay for these medical purposes will receive, in accordance with the Family Medical Leave Act, health insurance coverage for the first twelve (12) weeks of his/her leave.

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A.C. The Board shall grant, upon the employee's 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.

B.D. An employee on leave of absence without pay to attend to a newly born or adopted child will receive, in accordance with the Family Medical Leave Act, health insurance coverage for the first twelve (12) weeks of his/her leave.

E. Accrued leaves may be used to provide pay during an approved FMLA or AFLA leave.

Commented [KP9]: I added this to benefit the employees and clarify this point.

ARTICLE 13 RIGHTS TO EMPLOYMENT

SECTION 13.1 WORK INTERRUPTION

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 Union agrees that there shall be no strike or work stoppage by the Union or its individual members, and the Board agrees, on its part, that there shall be no lockout of the Union or its members, through the term of this Agreement.

SECTION 13.2 DISCIPLINE

A. No bargaining unit employee shall be disciplined or discharged except for just cause. Upon request, bargaining unit employees are entitled to Union representation at disciplinary or investigatory meetings where the employee has been informed or has reason to believe that disciplinary action could result from the meeting.

B. It is the intent of the Employer to use progressive discipline when appropriate. Progressive discipline would normally be:

- a. Documented verbal counseling/warning
- b. First written warning
- c. Second written warning
- d. Investigative suspension with pay
- e. Suspension from work without pay (1-5 days)
- f. Discharge

Which level of discipline the Employer will use in a given situation will depend on the actual circumstances and severity of the employee's misconduct or work performance. Documentation of verbal counseling/warning shall be maintained by the Employer's Labor Relations office.

C. Corrective Action Plan.

A written corrective action plan shall be used for written or more severe disciplinary action. The corrective action plan shall include plan for correction that is specific, has a timeline and immediate and long term requirements.

D. Letters of Disciplinary Action Time Limits.

Disciplinary actions which have not moved to the next level of discipline within an eighteen (18) month period will be removed from the personnel file by the

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Human Resources Department. Even if not physically removed, they still may not be considered in connection with promotions, reassignment, training/education reimbursement requests, future disciplinary action(s) or for other reasons as might adversely affect the employee.

~~— 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.~~

~~A. The District reserves the right to terminate any new employee at any time within ninety (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. No regular employee shall be disciplined without just cause.~~

SECTION 13.3 VACANCIES & TRANSFERS

- A. It is agreed that all vacancies related to this bargaining unit shall be posted by the District on designated bulletin boards and the KGBSD website. Any employee wishing to apply for the posted position will complete the internal application ~~posted on the KGBSD website~~ as part of the job posting. ~~The District will provide to the employee confirmation upon receiving the application. The District may request additional updated documents, such as resume, application, letters of reference, etc., to qualify an internal applicant in an open position pool.~~
- 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.
- C. 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.

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

SECTION 13.4 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 ~~not~~ 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 exists. 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. 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.

- E. 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 13.5 LAYOFF

- A. 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.
- B. 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.

ARTICLE 14

WORKING CONDITIONS

SECTION 14.1 OUT-OF-TOWN ~~SCHOOL TRAINING~~ REIMBURSEMENT

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If ~~schooling training or professional development~~ 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, according to Board Policy/AR 4133. There will be no loss in wages while in training.

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SECTION 14.2 EDUCATIONAL ASSISTANCE PROGRAM

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 the 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 14.3 PERSONNEL FILE

- A. Material in an employee's personnel file may be removed from her/his file by mutual agreement of the District and employee.
- B. 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 14.4 WORK SAFETY REIMBURSEMENT

The School District will refund an expense up to ~~\$400~~⁶⁰⁰.00 per year for safety clothing and equipment for each maintenance employee, at the discretion of the ~~Supervisor of Building and Grounds~~Superintendent and/or designee. In order to obtain said refund the employee agrees to furnish Central office with an itemized receipt of purchase. Receipts shall be submitted 30 days prior to the end of the fiscal year (June 30th) in order to be reimbursed.

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SECTION 14.5 CELL PHONE STIPEND

Employees shall receive a cell phone stipend of fifty dollars (\$50) each payday.

SECTION 14.6 SAFETY & EDUCATION MEETING

There shall be a safety and education meeting the 1st and 3rd Monday of each month, of up to one-half (1/2) hour duration. The program shall be one of joint participation of both Union and the Employer. The employer will provide the content for the meetings. The Steward shall record the meeting, including the topic discussed as well as those in attendance and a copy will be sent to the Union hall and the District office.

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ARTICLE 15
TERM OF AGREEMENT

SECTION 15.1

The term of this Agreement shall be from July 1, ~~2017-2020~~ through June 30, ~~2020~~2023, and shall continue in full force and effect from year to year thereafter unless notice of desire to amend this Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon.

ATTESTATION

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed on this ____ day of _____, 2020.

Ketchikan Gateway Borough School District

Superintendent

Business Manager

IBEW

IBEW Business Manager

IBEW Shop Steward

APPENDIX A - RESERVED

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)

APPENDIX B (1)

Grievance Form

IBEW, Local 1547

(Employer & Grievance #)

NAME OF GRIEVANT

NAME OF EMPLOYER

AGREEMENT INVOLVED

ARTICLE & SECTION

DATE OF OCCURRENCE

LOCATION

STATEMENT OF GRIEVANCE

SUGGESTED REMEDY

- 1.
- 2.
- 3.
- 4.

GRIEVANT'S SIGNATURE

BUSINESS REPRESENTATIVE'S
SIGNATURE

SHOP STEWARD'S SIGNATURE

DATE

APPENDIX C**SCHEDULE M****KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
MAINTENANCE SALARY SCHEDULE 2020-2021****2020-2021**

2.25%

STEP	I	II	III
0	\$23.91	\$22.02	\$20.13
1	\$24.52	\$22.64	\$20.75
2	\$25.13	\$23.25	\$21.36
3	\$25.75	\$23.87	\$21.97
4	\$26.16	\$24.27	\$22.38
5	\$26.56	\$24.68	\$22.79
6	\$26.97	\$25.09	\$23.20
7	\$27.38	\$25.50	\$23.61
8	\$27.79	\$25.91	\$24.02
9	\$28.20	\$26.32	\$24.43
10	\$28.61	\$26.73	\$24.84
11	\$29.02	\$27.14	\$25.25
12	\$29.43	\$27.55	\$25.65
13	\$29.84	\$27.96	\$26.06
14	\$30.25	\$28.36	\$26.47
15	\$30.65	\$28.77	\$26.88
16	\$31.06	\$29.18	\$27.29
17	\$31.47	\$29.59	\$27.70
18	\$31.88	\$30.00	\$28.11
19	\$32.29	\$30.41	\$28.52
20	\$32.70	\$30.82	\$28.93
21	\$33.11	\$31.23	\$29.34
22	\$33.52	\$31.64	\$29.74
23	\$33.93	\$32.05	\$30.15
24	\$34.34	\$32.45	\$30.56
25	\$34.74	\$32.86	\$30.97

APPENDIX C**SCHEDULE M****KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
MAINTENANCE SALARY SCHEDULE 2021-2022****2021-2022**

1.76%

STEP	I	II	III
0	\$24.33	\$22.41	\$20.49
1	\$24.95	\$23.04	\$21.11
2	\$25.58	\$23.66	\$21.74
3	\$26.20	\$24.29	\$22.36
4	\$26.62	\$24.70	\$22.78
5	\$27.03	\$25.12	\$23.19
6	\$27.45	\$25.53	\$23.61
7	\$27.86	\$25.95	\$24.03
8	\$28.28	\$26.37	\$24.44
9	\$28.70	\$26.78	\$24.86
10	\$29.11	\$27.20	\$25.27
11	\$29.53	\$27.61	\$25.69
12	\$29.95	\$28.03	\$26.11
13	\$30.36	\$28.45	\$26.52
14	\$30.78	\$28.86	\$26.94
15	\$31.19	\$29.28	\$27.35
16	\$31.61	\$29.70	\$27.77
17	\$32.03	\$30.11	\$28.19
18	\$32.44	\$30.53	\$28.60
19	\$32.86	\$30.94	\$29.02
20	\$33.28	\$31.36	\$29.44
21	\$33.69	\$31.78	\$29.85
22	\$34.11	\$32.19	\$30.27
23	\$34.52	\$32.61	\$30.68
24	\$34.94	\$33.03	\$31.10
25	\$35.36	\$33.44	\$31.52

APPENDIX C

SCHEDULE M

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
MAINTENANCE SALARY SCHEDULE 2022-2023

2022-2023

1.76%

STEP	I	II	III
0	\$24.75	\$22.81	\$20.85
1	\$25.39	\$23.44	\$21.48
2	\$26.03	\$24.08	\$22.12
3	\$26.66	\$24.71	\$22.75
4	\$27.08	\$25.14	\$23.18
5	\$27.51	\$25.56	\$23.60
6	\$27.93	\$25.98	\$24.02
7	\$28.35	\$26.41	\$24.45
8	\$28.78	\$26.83	\$24.87
9	\$29.20	\$27.25	\$25.29
10	\$29.63	\$27.68	\$25.72
11	\$30.05	\$28.10	\$26.14
12	\$30.47	\$28.52	\$26.57
13	\$30.90	\$28.95	\$26.99
14	\$31.32	\$29.37	\$27.41
15	\$31.74	\$29.79	\$27.84
16	\$32.17	\$30.22	\$28.26
17	\$32.59	\$30.64	\$28.68
18	\$33.01	\$31.07	\$29.11
19	\$33.44	\$31.49	\$29.53
20	\$33.86	\$31.91	\$29.95
21	\$34.28	\$32.34	\$30.38
22	\$34.71	\$32.76	\$30.80
23	\$35.13	\$33.18	\$31.22
24	\$35.55	\$33.61	\$31.65
25	\$35.98	\$34.03	\$32.07

APPENDIX D

Family Medical Leave Act and Alaska Family Leave Act

General

The Ketchikan Gateway Borough School District is subject to the federal Family and Medical Leave Act. It is also subject to the State of Alaska's Family Leave Law. There are both similarities and differences between the two laws. The following describes the federal law.

Employees who have been employed for at least one (1) year, *and* for at least 1,250 hours during the preceding 12-month period are eligible for family and medical leave. For employees not eligible for family and medical leave, Ketchikan Gateway Borough School District will review business considerations and the individual circumstances involved. Except for those employees designated as "highly compensated employees," employees will be returned to the same or to an equivalent position.

Family or medical leave will consist of appropriate accrued paid leave and unpaid leave. If leave is requested for an employee's own serious health condition, the employee must use all of his or her accrued paid vacation leave, annual leave, sick leave or personal leave. If leave is requested for any of the other reasons listed below, an employee must use all of his or her accrued paid vacation, annual, or personal leave; however, the employee may leave in reserve up to five (5) days of sick leave. The remainder of the leave period will then consist of unpaid leave.

Reasons for Leave

All employees who meet the applicable time of service requirements may be granted family or medical leave consisting of appropriate accrued paid leave and unpaid leave, for a period of twelve (12) weeks (during any 12-month period) for the following reasons:

- (1) the birth of the employee's child and in order to care for the child;
- (2) the placement of a child with the employee for adoption or foster care
- (3) to care for a spouse, child or parent who has a serious health condition; or
- (4) a serious health condition that renders the employee incapable of performing the functions of his or her job. The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of birth or placement.

Procedure for Requesting Leave

In all cases, an employee requesting leave must complete an "Application for Family and Medical Leave" and return it to the Superintendent's office. The completed application must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave.

An employee intending to take family or medical leave because of an expected birth or placement, or because of a planned medical treatment, must submit an application for leave at least thirty (30) days before the leave is to begin. If leave is to begin within thirty (30) days, an employee must give notice to his or her supervisor and to the Superintendent's office as soon as the necessity for the leave arises.

Medical Certification

An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" completed by a health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.

If the employee is needed to care for a spouse, child or parent, the certification must so state, along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of his or her job.

An employee is not entitled to the accrual of any seniority or employment benefits that would have occurred if not for the taking of leave. An employee who takes family or medical leave will not lose any employment benefits that accrued before the date leave began.

Benefits Coverage During Leave

During a period of family or medical leave, an employee will be retained on the Ketchikan Gateway Borough School District health plan under the same conditions that applied before the leave commenced. To continue health coverage, the employee must continue to make any contributions that he or she made to the plan before taking leave.

Restoration to Employment Following Leave

An employee eligible for family and medical leave --with the exception of those employees designated as "highly compensated employees" --will be restored to his or her old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The Ketchikan Gateway Borough School District cannot guarantee that an employee will be returned to his or her original job. A determination as to whether a position is an "equivalent position" will be made by the Ketchikan Gateway Borough School District.

Alaska's State Employees' Family Leave

Alaska's State Employees' Family Leave Law requires public employers with more than 20 employees to grant eligible employees up to 18 weeks of paid or unpaid family leave in a 24-month period to care for the employee's child, spouse or parent who has a serious health condition, or because of the employee's own serious health condition. In addition, the law requires employers to provide employees with up to 18 weeks' leave in a 12-month period because of pregnancy, childbirth or adoption.

An eligible employee is one who has been employed by the employer for at least 35 hours a week for at least six consecutive months or for at least 17.5 hours a week for at least 12 consecutive months immediately preceding the leave.

Under the law, employers must maintain coverage under any group health plan for employees on leave; however, the employee will be required to pay all or part of the cost of the coverage during a period of unpaid leave. Employees returning from leave are entitled to reinstatement in the same or a "substantially similar position" unless the employer's business circumstances have changed to make a restoration impossible or unreasonable.