

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
BOARD OF EDUCATION
AGENDA STATEMENT

No 10 b

MEETING OF June 11, 2025

Item Title

<u>NEW BUSINESS</u>	Reviewed By
Motion to ratify the Negotiated Labor Contract between KGBSD and the Technology Staff Labor Organization (TSLO)	<input checked="" type="checkbox"/> Superintendent <input checked="" type="checkbox"/> Personnel <input checked="" type="checkbox"/> Finance

SUBMITTED BY Daniel Schuler, Business Manager (907) 247 2116

APPROVED FOR SUBMITTAL: Michael Robbins, Superintendent

SUMMARY STATEMENT:

The School Board is being asked to approve the 2024- 2027 Negotiated Labor Contract between KGBSD and TSLO.

ISSUE:

Board Policy governs the district's purchasing and contracting procedures. BP/AR 3312 requires contracts in excess of \$25,000 to be authorized by the School Board. Representatives from the District and TSLO met to discuss and agree to changes in the expiring TSLO negotiated agreement. An agreement has now been reached, and the School Board is being asked to ratify the agreement.

BACKGROUND:

Negotiated agreements between TSLO and KGBSD are re-negotiated every three years and are subject to approval of the bargaining group and the Board of Education.

RECOMMENDATION:

Ratification of the 2024-2027 Negotiated Labor Contract with TSLO, as presented.

ATTACHMENTS: KGBSD - TSLO 2024-2027 Tentative Agreement

RECOMMENDED ACTION:

"I move that the Board of Education **ratify the 2024-2027 Negotiated Labor Contract between KGBSD and TSLO.**"

TA_DRAFT

NEGOTIATED LABOR AGREEMENT

between

KETCHIKAN GATEWAY BOROUGH SCHOOL
DISTRICT TECHNOLOGY STAFF LABOR ORGANIZATION

and the

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT

2024-2027

**2024-2027 NEGOTIATED AGREEMENT BETWEEN
KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT, AND DISTRICT
TECHNOLOGY STAFF LABOR ORGANIZATION**

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**2024-2027 TECHNOLOGY STAFF NEGOTIATED AGREEMENT BY AND BETWEEN
KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT,
AND DISTRICT TECHNOLOGY STAFF LABOR ORGANIZATION**

This Agreement is made by and between the Ketchikan Gateway Borough School District, hereinafter called the “District”, the Ketchikan Gateway Borough School District Technology Staff Labor Organization, hereinafter called the “Organization”.

ARTICLE I – RECOGNITION

Section 1 In regards to matters relating to terms and conditions of this agreement, the Ketchikan Gateway Borough School District Board of Education recognizes the Ketchikan Gateway Borough School District Technology Staff Labor Organization as the exclusive representative of the Technology Staff of the Ketchikan Gateway Borough School District, including but not limited to, Network Administrators, Servers Administrators, System Administrators, Repair Shop Technicians, Field Technicians, Technology Specialists, Software Specialists, Support Specialists and any employees hired in the district whose duties and responsibilities it is to diagnose, design, engineer, program, setup, build, repair, maintain, and ensure the operations and functionality of the district computers, software, and network systems.

Section 2 It is agreed that except as specifically delegated, abridged, granted or modified by this agreement, all of the rights, powers, and authority the DISTRICT had prior to the signing of this agreement are retained by the DISTRICT and remain the exclusive right of management without limitation. In no way will this Contract deny the right of the BOARD to adopt policies and rules. The staff has the responsibility of carrying out applicable policies and regulations. It is recognized that the BOARD has final authority in all financial matters and revisions or adoptions of educational policy.

ARTICLE II - WORK INTERRUPTION

Section 1 It being understood that the services performed by the employees covered by this Agreement are essential to the operation of the District and to the welfare of the public, dependent thereon, the Organization, the District and Employees agree that there shall be no strike or other concerted cessation of work by employees covered by this Agreement. The Board agrees, on its part, that there shall be no lockout of employees or the Organization. The Organization and District support that no employee will be dismissed from his/her position for participation in the negotiation process.

ARTICLE III - CONFLICT WITH LAW

If any provision of this contract or any application thereof to any employee or the Organization is held to be contrary to law by a court of competent jurisdiction, such provision of applications will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than thirty (30) days after such holding for the purpose of re-negotiating the provisions affected, during which time the District recognizes it is not cause for layoff, reduction in staff, or reduction in current rate of pay for any employee.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1 An alleged violation, misinterpretation, or misapplication of a specific provision of this agreement, may be processed as a grievance as hereinafter provided.

Section 2 In the event that an employee covered by this Agreement or the Organization believes there is a basis for a grievance, the employee alleging the grievance shall first discuss the alleged grievance with his/her immediate supervisor within twenty-five (25) working days after the circumstances giving rise to such grievances occurred. Failure to meet this time line shall cause the alleged grievance to be waived and shall not be entitled to further process.

Step 1--Immediate Supervisor

If as a result of the informal discussion with the immediate supervisor the alleged grievance still exists, the employee/Organization may within ten (10) working days of the discussion invoke the written grievance procedure to the District by submitting a written grievance to the supervisor which clearly sets out the factual allegations, the specific Article(s) and Section(s) allegedly violated and the specific remedy sought, dated and signed by the Employee and an Organization representative. Within ten (10) working days of the receipt of the grievance form, the principal/immediate supervisor shall meet with the **grievant and Organization** representative to hear the alleged grievance. The principal/immediate supervisor shall issue 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** the Organization. If the grievance is against the immediate supervisor, the **grievant and Organization** will file the written grievance at Step 2.

Step 2--Superintendent/Designee

If the grievance is not satisfactorily settled after Step 1, the grievance shall be filed by the Employee **and** Organization 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 **grievant and** Organization representative on the grievance and shall provide his/her determination of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy to the grievant and Organization.

Step 3--School Board

If the Organization and the grievant so elect, within ten (10) **working** days after receipt of the Superintendent's findings, the Organization 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** the Organization and hear the problem within ten (10) **working** 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 Organization within ten (10) **working** days of the hearing.

Step 4--Arbitration

If the grievant and Organization so elect, after Step 3, the Organization may submit the grievance to arbitration with a demand for such to the American Arbitration Association 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 3 to the American Arbitration Association.

- (a) The arbitration shall be conducted under the rules and jurisdiction of the American Arbitration Association.
- (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) The award of the arbitrator shall be final and binding.
- (d) The arbitrator's decision shall be issued no later than thirty (30) 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 expense and fees of the arbitrator shall be split equally by the District and the Organization.

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Section 3 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 Organization 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 4 during the working hours of an Employee where testimony is necessary to the presentation of the District or the Organization,

the Employee and if the Employee so chooses, an Organization representative from the District shall suffer no loss in pay or benefits.

Section 4 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 5 The Board shall not demote, reduce in pay, suspend, or otherwise discipline an Employee specifically for filing a grievance or for lawful participation in the grievance procedure. The Organization or any of its representatives shall take no reprisals against any party for participation in the grievance procedure.

Section 6 The Board and the Organization agrees to make available to the other party all information in their possession pertinent to the issues of the grievance. This shall be done five **working** (5) days prior to the hearing in Step 4.

Section 7 If a question arises as to the grievability or arbitrability of a grievance such question must be settled by the arbitrator first. The grievance merits may not be presented until the grievability/arbitrability issue has been finalized.

Section 8 The grievant may request the presence of an Organization representative at any step of the grievance process. **Organization representation shall, unless declined, accompany the grievant at all steps of the grievance process.**

ARTICLE V – LEAVE

Section 1 – Annual Leave

Annual leave is recognised by the District as part of contractual compensation and will accrue by the following schedule:

Year Service	Hours Earned Per Month	Days Earned Per Year
0-2	17.50	28
3-4	19.38	30
5-7	21.25	34
8-10	24.38	39
11-12	26.25	42
13	26.87	43

Annual Leave days not used by July 1 will be carried forward to the next year to a maximum of one hundred forty (140) days. An employee may use up to five (5) days of Annual Leave by submitting a leave request to the District. More than five (5) consecutive days must have the approval of the District. Leave cannot be disapproved for emergencies, sickness or medical reasons. Upon ending employment, fifty (50) accrued annual leave days will be cashed out at the Employee's hourly rate and to the employee in his/her final check. Employees hired before July 1, 2015 may cash out up to 160 accrued days. Accrued leave in excess of one hundred forty (140) days shall be cashed out at the Employee's regular current hourly rate on the last paycheck at the end of each year. At no point can an Employee's rate of leave accrual over the course of employment be reduced.

Section 2 – Personal Leave

Three (3) days of personal leave will be granted to each Employee on July 1 of each year and accumulate to a maximum of three (3) days.

An organization member may donate their personal leave days to organization members with no personal leave days or other leave. Days may only be donated in whole number values.

Personal Leave Buy a Day will be made available to all members of the Organization at a rate billed to the member at \$75 dollars per day. Members may request in writing up to 3 days each fiscal year. Requests may only be denied if a member has already reached their allotted maximum.

Section 3- Bereavement Leave

A maximum of **seven (7)** days of bereavement leave plus up to two (2) days of travel time for a death outside of Ketchikan is available to each Employee. Only death in the immediate family, (Appendix B), shall entitle the Employee to bereavement leave, not deductible from annual leave.

Section 4- Emergency Leave

Two (2) paid days of emergency leave may be granted by the Superintendent for travel delays outside the Ketchikan area beyond the Employee's control. Up to three (3) paid days emergency medical leave may be granted by the Superintendent in the event no other leave is available. Written verification, by a physician, of the emergency must be submitted.

Section 5 - 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 hours, 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) Employees who are subpoenaed to appear as a witness in court, in a matter to which they are not a party, during their regularly scheduled work time, shall not suffer loss of pay or other benefits.

Section 6- Leave Without Pay

The Ketchikan Gateway Borough School District Board Education may, upon a Employee's request, grant a leave of absence up to one (1) year subject to the terms and conditions set forth in Board Policy providing at least sixty (60) day notice of the request and a stated time of return.

Section 7- Military Leave

An Employee who is a member of the National Guard or Military Reserve may be granted special military leave to attend encampments or training periods without loss of pay. The District shall pay the Employee's regular salary, less the amount each Employee receives for National Guard

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

Section 8 - Medical Leave

Employees who experience a serious medical condition or have to care for an immediate family member who is experiencing a serious medical condition may apply for FMLA and/or AFLA leave (Appendix D).

ARTICLE VI - HOLIDAYS

Section 1 All Employees covered by this agreement shall have the following guaranteed paid holidays if they occur within their assigned work year and the Employee works or is on approved paid leave the scheduled work day before and after the holiday:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas Day
Christmas Day
Day after Christmas
Day before New Years Day
New Years Day
Memorial Day
Day before Fourth of July
Fourth of July
School Closures
School Delays
District Holidays

Section 2 When any of the above holidays fall on a Sunday, the first subsequent weekday not designated as a holiday shall be observed as the holiday. When any of the above holidays fall on a Saturday, the closest previous weekday not designated as a holiday shall be observed as the holiday.

Section 3 If a **non-exempt** Employee eligible for holiday pay does work on one of the days enumerated in Section 1, he/she shall receive double his/her rate of pay on the holiday, in addition to his/her regularly scheduled **rate**.

Section 5 Hours paid for, but not worked in accordance with the provisions of this Article, shall not be considered hours worked for the purpose of computing overtime pay.

Section 6 In the event that the District cancels or delays staff/school hours, the Organization's members will be similarly subject to work cancellations or delays. This inclusion applies unless the specific duties of certain members necessitate their presence at work, in which case those individuals will be required to fulfill their responsibilities as determined by the District's operational needs.

Section 7 In the event that the District schedules additional days off for staff and students, the Organization will also receive those days off.

ARTICLE VII - PUBLIC EMPLOYEES RETIREMENT

Section 1 All Employees covered by this agreement will be enrolled in PERS (Public Employees Retirement System).

ARTICLE VIII - WORKING CONDITIONS

Section 1 The District may prescribe working rules not inconsistent with the terms of this Agreement in addition to those in this agreement, pertaining to safety, reasonable workload, discipline, and conduct. The District shall comply with the legal obligation of AS 14.12.115 to indemnify employees covered by this Agreement.

Section 2 It being understood that the services performed by the Employee covered by this Agreement are essential to the operation of the District and to the welfare of the public, dependent thereon, the District agrees to provide professional and certified training of Employee in matters pertaining to the duties of the Employee, requested by the District, in a timely fashion, to maintain effective, safe, and reasonable competence of his/her changing technical profession. If schooling is taken out-of-town at the District's direction, lodging, ground transportation, and food and incidentals will be paid for or reimbursed by the District upon presentation of proper receipts as provided for in Board policy. There will be no loss in wages while in training.

Section 3

Employees will report to the Superintendent designee. Employee evaluations will be conducted by the designee who will be identified by August 1 of each year. The District sets the overall objectives and resources available for employees in accordance with the Districts policies and direction. The District in consultation with employees will develop deadlines, projects, and work to be done. The employees in consultation with the District plans and carries out the assignments; resolves conflicts, coordinates work with others according to policy on his/her own initiative. The employee keeps the District informed of progress, potentially controversial matters and far-reaching implications.

Section 4 The normal workday for **Non-Exempt** Employees under this agreement shall be scheduled Monday through Friday during normal business hours no less than seven and one half (7 1/2) hours exclusive of meals. The normal workday or workweek may be modified by posted initial job description, or by mutual consent of the employee and supervisor. Work assigned beyond the normal workday shall be paid at the employee's regular hourly rate up to 40 hours in a week. Assigned work beyond 40 hours in a week and/or outside the normal workday shall be paid at one and one half (1 1/2) times the employee's regular hourly rate for non-exempt employees; this may include nights, weekends, and/or emergencies.

Section 5 The District recognizes the technical nature of the employees' positions and agrees to provide the tools and working environment necessary to reasonably complete requested **tasks**.

Section 6 No employee will be formally disciplined (including, but not limited to, written reprimands and/or suspension without pay) without just cause. Issues involving just cause shall be resolved solely through the grievance procedure.

Each Employee will receive at least one written evaluation by March 1st of each school year by the Superintendent designee providing direct supervision to the employee. The judgment of the evaluator is not subject to the grievance procedure. When an Employee is evaluated, he/she will review the evaluation form. The Employee may, in writing, comment upon any part of the evaluation. Such comments shall be attached to the evaluation form. The fact that an Employee reviews and/or comments upon his/her official evaluation shall not mean that he/she agrees with such evaluation. Unless mutually agreed otherwise between the individual Employee and the District, no formal evaluation document or any notes, comments, or other information used in its preparation will be made public.

Section 7 Upon request, an Employee will be told of the location of his/her official District personnel file.

Material in a Employee's personnel file may be removed from her/his file by mutual agreement of the District and the Employee. Items contained in the personnel file will be maintained by the district and the Employee will be notified in writing at any time a negative item is permanently added or removed from that file. At the end of Employee's employment a copy of the entire contents personnel file shall be provided upon request to the former Employee.

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. An Employee may comment in writing upon any material placed in his/her personnel file and have such comments attached to the material, which is referenced. An Employee may include in his/her personnel file letters of recommendation from current or past supervisors, which may then be used when applying for a transfer or another position within the District.

Section 8 The parties mutually agree that neither the District nor the Organization will discriminate in employment related matters against any person or persons on the grounds of race, religion, color or national origin, or because of the person's age, physical or mental disability, sex, sexual orientation, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinctions on such basis. Furthermore, the Parties also agree to not discriminate against a Employee in employment related matters on the basis of his/her involvement or lack of involvement in the Organization.

Section 9 Each employee shall have the opportunity to review District designated leadership annually. The District will make review forms available to members of the Organization prior to the completion of the evaluation process. Each member of the Organization will have the opportunity to individually submit a review directly and confidentially to the District. The judgment of the evaluator is not subject to the grievance procedure and the evaluator will remain

anonymous. No formal evaluation document or any notes, comments, or other information used in its preparation will be made public.

Section 10 The Organization shall be a part of the hiring committee for any technology-related position within the District covered by this Agreement. ~~The Organization shall be a part of the hiring and selection committees for any position designated by the Superintendent and/or District as being the overseer of the technology department.~~ The Organization shall select the member(s) to participate on the hiring committee.

Section 11 Job descriptions shall be written by the Organization and District. Job descriptions and starting salary placement shall be reviewed cooperatively by the Organization and District during negotiations. Job descriptions may be modified outside of the negotiating period by mutual consent of the Organization and District. Furthermore, provisions shall be made for job descriptions to be revisited and potentially revised whenever a position becomes vacant or is newly created, ensuring alignment with current District needs and expectations.

Section 12 A new Employee during their ninety (90) working days 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.

ARTICLE IX - EDUCATION

Section 1 The School District will provide an educational assistance program for permanent, full-time Employees to improve their position. The guidelines are:

- (a) The Employee will have completed one full year of employment with the District prior to becoming eligible for such training.
- (b) The Employee will be refunded tuition expenses in connection with the courses of study, which relates to the Employee's present position.
- (c) The courses must be approved in advance jointly by the Superintendent and the Organization, included and available in but not limited to Appendix C.
- (d) Tuition reimbursement shall be made within two pay periods after successful completion of the course and upon receipt of official transcripts showing the successful course completed.

Section 2 Any Employee may, upon application to and approval by the Superintendent of approved courses; be excused for educational purposes without loss of pay. Educational leave is granted for the purpose which will promote and benefit the School District. The District acknowledges that article IX is an educational incentive and is not grounds to limit or decrease regular salary progression for Technology Staff. The District recognizes and acknowledges that article IX is not grounds to dismiss the obligations of training agreed within article VIII section two (2). The District recognizes that article IX of the negotiated agreement is; obligatory and budgeted for annually as a districtwide education assistance expenditure. The District may require any member of the technology staff who after application and approval receives district paid tuition and quits during twelve (12) months following training to reimburse the district 1/12 of the tuition cost for each month remaining in the twelve month period.

ARTICLE X - ECONOMIC BENEFITS AND WAGES

Section 1

- (a) An hourly wage will be paid to each Technology Staff on the last working day of each month. All payments are due on the last workday of the month. The Technology Staff shall be paid in twelve (12) equal payments based on a 260 day, 1,950 hour work year.
- (b) Salary placement will be on the attached salary schedule according to their duties with **relevance** to their job classification, recency of experience, and education.
- (c) Each employee who works at least one hundred forty (140) days during a year will receive an increment at the current negotiated salary percentage regardless of scale cap for each year of employment.
- (d) Each employee who completes a professional technical certification (as referenced in Appendix C) or degree related to his/her position or intended position within the District will receive an incremental pay increase of one step. Each employee shall only be entitled to one additional step (in addition to his/her regular yearly step) with a recognized certification, or degree per years of employment, excluding the first year, if presented **on or before** March 1st.

Each Technology Staff member shall receive notification of the determination for a certificate or degree-related salary movement within thirty (30) days of submitting the request to HR. **If the District's determination comes on or after February 28th, the technology staff member will be given a submission extension equivalent to the number of days between submission and determination to submit another professional certificate or degree, even if the date of submission is after March 1st of the current year.** If the employee disagrees with the determination, he/she shall have ten (10) **working** days to dispute the decision by submitting a request for reconsideration to the Superintendent in writing.

- (e) **If a successor agreement is not reached prior to the expiration of the existing agreement, upon conclusion of negotiations, all terms including, but not limited to each employee's salary placement, leave accruals and usage, vehicle and phone allowances, and any other benefits or allowances will be retroactively applied to the effective date of the successor agreement for all employees covered under the agreement, unless explicitly agreed otherwise. This retroactive application encompasses all financial and non-financial benefits, working conditions, and any**

other provisions contained in the successor agreement, ensuring that employees are fully compensated and retain continuity of benefits in accordance with the newly negotiated terms from the effective date of such agreement.

- (f) Each full-time, permanent employee covered by this Agreement will be provided a vehicle allowance of \$100 each month to compensate for travel between service locations.
- (g) Each employee covered by this Agreement will be provided a phone allowance of \$75 each month to compensate for personal device use for work related tasks.
- (h) Employees transferring across units will be placed as close as possible to their current level of pay and rate of leave acquisition with the District and then receive an additional step, unless their experience and/or education warrants higher placement.

Section 2: Medical Policies

- 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.
- b. The bargaining unit shall be given a seat on the District's Insurance Committee and Health Insurance Task Force.
- c. 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.
- d. 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

ARTICLE XI - LAYOFF

Section 1 During the life of the agreement, should the District decide to contract out or eliminate any Technology Staff work, the District recognizes that it is not just cause for any employee lay off. In the event it becomes necessary to reduce the number of positions under this Agreement, the District will determine the employee(s) to be laid off. Layoffs may occur at any time. The District will notify employee(s) within sixty (60) days of the intended dates of layoff. Any employee who is laid off shall receive first consideration for open positions in the District for which they are qualified or shall receive two (2) month's severance pay at the employee's current rate of pay. Employees laid off may elect to cash out all accrued leave as of the last day worked at their hourly rate in his/her final check or maintain existing leave balances with the District while on Layoff Leave without Pay status.

Section 2 All employees laid off will be placed on Layoff Leave without pay for a period of up to two (2) years. No new Technology Staff will be hired until the position has been offered to all laid off employees under this Agreement.

Section 3 Recall rights will be lost by the employee if he/she fails to accept the offer within ten (10) **working** days.

ARTICLE XII - ORGANIZATION LEAVE

The bargaining unit will be granted ten (10) days of paid Organization leave a year. These days shall be used for Organization business with at least two days prior notice to the Superintendent.

ARTICLE XII - DURATION

The **entirety of this** Agreement shall be retroactive to July 1, **2024** and shall remain in full force and effect through June 30, **2027**. It is agreed that sections of this Agreement may be reopened by mutual consent at any time and any changes or modifications mutually agreed upon shall become effective as of the agreed upon date. **Upon closure of negotiations, a signed physical copy of this Agreement shall be made available to both the Organization and the District.**

TSLO Authorized Official

Date

District Authorized Official

Date

APPENDIX A: Salary Schedule

KGBSDTSLO 2024-2027 Pay Scale

2024-2025			2025-2026			2026-2027		
1	\$25.16	\$49,052.89	1	\$25.66	\$50,033.95	1	\$26.17	\$51,034.63
2	\$27.99	\$54,582.94	2	\$28.55	\$55,674.60	2	\$29.12	\$56,788.09
3	\$29.18	\$56,905.49	3	\$29.77	\$58,043.59	3	\$30.36	\$59,204.47
4	\$31.35	\$61,132.50	4	\$31.98	\$62,355.15	4	\$32.62	\$63,602.25
5	\$31.86	\$62,118.81	5	\$32.49	\$63,361.19	5	\$33.14	\$64,628.41
6	\$33.16	\$64,669.72	6	\$33.83	\$65,963.12	6	\$34.50	\$67,282.38
7	\$34.57	\$67,402.98	7	\$35.26	\$68,751.04	7	\$35.96	\$70,126.06
8	\$36.40	\$70,984.61	8	\$37.13	\$72,404.29	8	\$37.87	\$73,852.38
9	\$37.44	\$73,011.56	9	\$38.19	\$74,471.78	9	\$38.95	\$75,961.22
10	\$39.75	\$77,512.50	10	\$40.55	\$79,062.75	10	\$41.36	\$80,644.01
11	\$40.54	\$79,062.25	11	\$41.36	\$80,643.49	11	\$42.18	\$82,256.36
12	\$41.99	\$81,876.48	12	\$42.83	\$83,514.01	12	\$43.68	\$85,184.29
13	\$43.78	\$85,380.17	13	\$44.66	\$87,087.77	13	\$45.55	\$88,829.52
14	\$44.86	\$87,485.44	14	\$45.76	\$89,235.15	14	\$46.68	\$91,019.86
15	\$46.14	\$89,967.50	15	\$47.06	\$91,766.85	15	\$48.00	\$93,602.19
16	\$47.37	\$92,377.10	16	\$48.32	\$94,224.64	16	\$49.29	\$96,109.13
17	\$48.77	\$95,095.73	17	\$49.74	\$96,997.64	17	\$50.74	\$98,937.60
18	\$50.26	\$98,002.49	18	\$51.26	\$99,962.53	18	\$52.29	\$101,961.78
19	\$51.30	\$100,035.00	19	\$52.33	\$102,035.66	19	\$53.37	\$104,076.37
20	\$52.67	\$102,701.70	20	\$53.72	\$104,755.70	20	\$54.80	\$106,850.81
21	\$54.31	\$105,900.00	21	\$55.39	\$108,018.00	21	\$56.50	\$110,178.36
22	\$55.71	\$108,628.50	22	\$56.82	\$110,801.10	22	\$57.96	\$113,017.13
23	\$56.89	\$110,925.80	23	\$58.02	\$113,144.32	23	\$59.18	\$115,407.21
24	\$58.75	\$114,557.50	24	\$59.92	\$116,848.66	24	\$61.12	\$119,185.63
25	\$60.75	\$118,462.50	25	\$61.97	\$120,831.75	25	\$63.20	\$123,248.39

APPENDIX B: Definitions

Organization: Ketchikan Gateway Borough School District Technology Staff Labor Organization

District: Ketchikan Gateway Borough School District, The Ketchikan Gateway Borough School Board, the Superintendent or his/her/their designee.

Immediate family: shall be considered persons having the relationship of husband, wife, father, son,, daughter,, mother, brother, sister, parent-in-law, brother or sister-in-law, son or daughter-in-law, grandparent, niece, nephew, or persons living at the Technology Staff 's household as a part of the family.

Technology Supervisor: Member of the technology department but not a member of the technology staff, not covered by the contractual bargaining agreement.

Normal Business Hours: For the purpose of this collective bargaining agreement denotes 7am: to 5 pm.

APPENDIX C: Pre-approved Courses

1. Certified Cisco Courses
2. Certified Microsoft Courses
3. Certified Apple Courses
4. Certified Oracle Courses
5. Certified CompTIA Courses
6. Certified VMware Courses
7. Certified Pearson Courses
8. Certified Linux Courses
9. Certified Google/Android Training
10. Certified Kace Training
11. Certified Encase Training
12. Certified Emergency Services Training

Upon Superintendent approval additional approved courses will be added to Appendix C.

APPENDIX D: Family Medical Leave Act & 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.

