

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
AND
KETCHIKAN EDUCATIONAL ASSOCIATION
ADMINISTRATIVE ASSISTANT STAFF

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ADMINISTRATIVE ASSISTANT STAFF

This Agreement made this 21st day of February, 2008 by and between the Ketchikan Gateway Borough School District, hereinafter called the “Board” and the Ketchikan Education Association School Clerical Staff, hereinafter called the “Association”:

ARTICLE I – RECOGNITION

Section 1 In regard to matters relating to terms and conditions of this agreement, the Ketchikan Gateway Borough School District Board of Education recognizes the Ketchikan Education Association - District Administrative Assistant Staff as the exclusive representative of all permanent District Administrative Assistant Staff excluding, however, all substitutes, those employed on a temporary basis, and all supervisory employees.

Section 2 Except to the extent expressly abridged by a specific provision of this agreement, the Association recognizes and agrees that the Board reserves and retains, solely and exclusively, all of its rights to manage the affairs of the District.

ARTICLE II - WORK INTERRUPTION

Section 1 It being understood that the services performed by the Administrative Assistant Staff covered by this Agreement are essential to the operation of the employer and to the welfare of the public dependent thereon, the Association agrees that there shall be no strike or other concerted cessation of work by the Association or its members, and the Board agrees, on its part, that there shall be no lockout of the Association or its members.

Section 2 During the life of the agreement, should the District decide to subcontract any bargaining unit work, twenty (20) days advance notification shall be given to the Association. Any employee who is laid off due to subcontracting shall receive one (1) month’s pay at the Administrative Assistant’s current rate of pay.

ARTICLE III - CONFLICT WITH LAW

Should any Article, Section or provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted statute, ordinance or other law, or by the decree of judgment of any court of competent jurisdiction, the invalidation of such Article, Section or provision will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any Article, Section, or provisions hereof, the parties will meet and negotiate the parts and provisions concerned within thirty (30) days from the date the fact of such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1 A claim by an Administrative Assistant or the Association 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.

Section 2 In the event that an Administrative Assistant and/or Association believes there is a basis for a grievance, the Administrative Assistant shall first discuss the alleged grievance with the building principal/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.

Step 1-Immediate Supervisor-

If as a result of the informal discussion with the building principal/immediate supervisor a grievance still exists, the Administrative Assistant may within ten (10) working days of the informal discussion invoke the formal grievance procedure through the Association by submitting a written grievance indicating the specific Article(s) and Section(s) violated and remedy sought, dated and signed by the Administrative Assistant and an Association representative. Within ten (10) working days of the receipt of the grievance form, the principal/immediate supervisor shall meet with the Administrative Assistant/Association representative to hear the alleged grievance. The principal/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 Association.

Step 2-Superintendent/Designee-

If the grievance is not satisfactorily settled after Step 1, the grievance shall be transmitted by the Administrative Assistant /Association 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 Association 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/or Association.

Step 3-School Board-

If the Association and the aggrieved party so elect, within ten (10) days after receipt of the Superintendent's findings, the Association 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 Association 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 Association within ten (10) days of the hearing.

Step 4-Arbitration-

If the grievance is not satisfactorily settled after Step 3, the Association may call for 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) 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 Association.

Section 3 A new Administrative Assistant during their sixty (60) 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 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 Association 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 Administrative Assistant where testimony is necessary to the presentation of the District or the Association, the Administrative Assistant and if the Administrative Assistant so chooses, an Association representative from the District, shall suffer no loss in pay or benefits.

Section 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 6 The Board shall not demote, reduce in pay, suspend, or otherwise discipline an Administrative Assistant specifically for filing a grievance or for lawful participation in the grievance procedure. The Association or any of its representatives shall take no reprisals against any party for participation in the grievance procedure.

Section 7 The Board and the Association agree to make available to the other party all information in their possession pertinent to the issues of the grievance. This shall be done five (5) days prior to the hearing in Step 4. 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 8 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 9 The grievant may request the presence of an Association representative at any step of the grievance process.

ARTICLE V - LEAVE

Section 1 - Sick Leave

- (a) An Administrative Assistant shall accrue one day of sick leave for each calendar month of continuous employment. (One day of sick leave is equivalent to the number of regularly scheduled hours per workday). Sick leave days may accumulate without limit.
- (b) Sick leave shall be defined as the personal incapacitation or illness of the Administrative Assistant or immediate family. For the purpose of sick leave, immediate family shall mean spouse or children under age 18 still living at home. When other members of the immediate family require hospitalization or have a life threatening illness or disease, sick leave may be used.
- (c) Upon request, an Administrative Assistant may use sick leave for disability caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, resulting in absence from work.
- (d) Administrative Assistants with five or more years of service with the District may, at time of separation from employment, cash in sick leave accrued after July 1, 2008 at a rate of one hour, at his/her current hourly rate, for each four hours cashed in.

Section 2 - Sick Leave Donation

Administrative Assistants may participate in a Sick Leave Bank established for classified employees. To be eligible, the employee must have suffered an illness or injury and have used all of his/her paid leave accrual. Forms authorizing the donation of sick leave will be made available to Administrative Assistants. Employees shall have the right to participate in the classified employees' Sick Leave Bank, provided the other classified employee groups agree. If the event approval is not granted, Administrative Assistants have the right to donate accrued sick leave days within the bargaining unit.

Section 3 - Personal Leave

- (a) Three days of personal leave will be granted to each Administrative Assistant at the start of each school year with an accumulation to five days.

- (b) An employee may purchase two additional day at the cost of fifty (50) dollars for the day.
- (c) Accumulated leave in excess of five (5) days shall be reimbursed by the district on or before June 1st of each year. The rate of pay for each day shall be fifty (50) dollars.
- (d) Application for personal leave shall be made on the District application form, with approval for leave required at least twenty-four (24) hours in advance of the requested leave day.
- (e) Personal leave may not be used to extend any scheduled school vacation period or within the first and last ten (10) working days of the school year or during a scheduled in-service day.

Section 4 - Bereavement Leave

A maximum of five (5) days of bereavement leave plus up to two days of travel time for a death outside of Ketchikan is available to each Administrative Assistant. Only death in the immediate family shall entitle the Administrative Assistant to bereavement leave, not deductible from sick leave.

The 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, grandchild or persons living at the Administrative Assistant's household as a part of the family.

Section 5 - Emergency Leave

Two paid days of emergency leave may be granted by the Superintendent for travel delays outside the Ketchikan area beyond the Administrative Assistant'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 6 - Legal Leave

- (a) An Administrative Assistant who is 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 Administrative Assistant's scheduled work period, the Administrative Assistant shall return to the District the pay received for such jury duty. If the required jury duty occurs outside the Administrative Assistant's regularly scheduled hours, the Administrative Assistant may keep the pay received for such jury duty.
- (c) An Administrative Assistant excused from jury duty shall return to work within one hour.
- (d) An Administrative Assistant who is 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 7 - Leave Without Pay

The Board shall grant, upon the Administrative Assistant’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 an Administrative Assistant’s request, grant a leave of absence up to one (1) year subject to the terms and conditions of this section.

Section 8 – Military Leave

Administrative Assistants who are members 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 Administrative Assistant’s regular salary, less the amount each Administrative Assistant 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 Administrative Assistant shall furnish the District evidence of the amount of National Guard or Reserve pay received during the period of special military leave.

ARTICLE VI - HOLIDAYS

Section 1 All Administrative Assistants covered by this agreement shall have the following guaranteed paid holidays if they occur within their assigned work year and the Administrative Assistant 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
- Christmas Day
- New Years Day
- Memorial Day

Section 2 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.

Section 3 If an Administrative Assistant volunteers for, and performs, work on one of the holidays listed in Section 1, the administrative assistant will receive their hourly rate for each hour worked, in addition to their holiday pay.

Section 4 If an Administrative Assistant is required to perform work on one of the holidays listed in Section 1, the administrative assistant will receive one and one-half times their hourly rate, in addition to their holiday pay.

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.

ARTICLE VII - PUBLIC EMPLOYEES RETIREMENT

PERS (Public Employees Retirement System) will be made available to all Administrative Assistants covered by this agreement.

ARTICLE VIII - WORKING CONDITIONS

- (a) The District may prescribe working rules not inconsistent with the terms of the agreement in addition to those in this agreement pertaining to safety, discipline and conduct.

Each Administrative Assistant will be informed as to the established District procedures for:

- interacting with students who may be carrying a contagious disease or illness and preventing its continuation and/or spread;
- administering medication or medical assistance to students;
- conducting searches of students, student possessions, or student lockers and/or desks; and
- working with students who are either disruptive or misbehaving.

An Administrative Assistant will be held harmless by the District from any and all liability that might result from his/her:

- administration of medication or medical assistance, conducting of a search of a student, student's possessions, or a student locker or desk, or
 - work with disruptive or misbehaving students as required or expected by the Administrative Assistant in the course of his/her job duties, provided the Administrative Assistant is acting within their scope of duties and following District procedure and policy.
- (b) If schooling is taken out-of-town at the District's insistence, room and board will be reimbursed at established per diem rates upon presentation of proper receipts, and transportation will be paid by the District. There will be no loss in wages while in training.
- (c) The Superintendent or his/her designee will issue to each Administrative Assistant a letter stating the approximate starting work date and assignment for the next academic year as soon as finalized.
- (d) Instructions will usually be given by an Administrative Assistant's immediate supervisor. That supervisor should, in most cases, be the building administrator or his/her designee.
- (e) The workweek for Administrative Assistants shall average 37.5 hours of work as arranged by the employee and their supervisor. Work assigned beyond the normal workday shall be paid at the Administrative Assistant's regular hourly rate up to 40 hours in a week. Assigned work beyond 40 hours in a week shall be paid at one and one half (1 1/2) times the Administrative Assistant's regular hourly rate or comp time (School District's choice) provided at the rate of one and one-half hours for each hour worked.

- (f) An Administrative Assistant may make written requests for transfer when vacancies in the District occur. The ability, qualifications, and previous work record will be given equal consideration with all other applicants. The final decision for hiring or placement is the responsibility of the Superintendent or his/her designee.
- (g) No Administrative Assistant will be formally disciplined (including written reprimands and suspension without pay) without just cause. Issues involving just cause shall be resolved solely through the grievance procedure up to but not including arbitration.
- (h) Each Administrative Assistant will receive at least one written evaluation each school year. The judgment of the evaluator is not subject to the grievance procedure.

When an Administrative Assistant is evaluated, he/she will review the evaluation form. The Administrative Assistant may, in writing, comment upon any part of the evaluation. Such comments shall be attached to the evaluation form. The fact that an Administrative Assistant 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 Administrative Assistant and the District, no formal evaluation document or any notes, comments, or other information used in its preparation will be made public unless required by law or legal proceedings.

- (i) Upon request, an Administrative Assistant will be told of the location of his/her official District personnel file. Material in an Administrative Assistant's personnel file may be removed from her/his file by mutual agreement of the District and the Administrative Assistant.

An Administrative Assistant 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 Administrative Assistant 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 Administrative Assistance 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.

- (j) The parties mutually agree that neither the District nor the Association will unlawfully 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, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinctions on the basis of age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood. Furthermore, the Parties also agree to not discriminate against an Administrative Assistant in employment related matters on the basis of his/her involvement or lack of involvement in the Association.

ARTICLE IX - EDUCATION

- (a) The School District will provide an educational assistance program for permanent, full-time Administrative Assistants to improve their position. The guidelines are:
 - 1. The Administrative Assistant will have completed one full year of employment with the District prior to becoming eligible for such training.
 - 2. The Administrative Assistant will be refunded tuition expenses up to \$450 each year in connection with a course of study which relates to the Administrative Assistant's present or anticipated position.
 - 3. There shall be one day set aside as an in-service day for all Administrative Assistants designed by a committee of at least two members of the unit and the Staff Development Director.
 - 4. The course must be approved in advance by the Superintendent.
 - 5. Tuition reimbursement will be made after successful completion of the course and upon receipt of official transcripts showing the credit earned.
- (b) Any Administrative Assistant may, upon application to and approval by the Superintendent, be excused for educational purposes without loss of pay. Educational leave is granted for a purpose which will promote and benefit the School District.
- (c) The Superintendent shall set aside four (4) days for use by Administrative Assistants for educational leave.
- (d) The District shall make available training for all members to keep First Aid/CPR certificates in order to provide First Aid/CPR to students.

ARTICLE X - ECONOMIC BENEFITS AND WAGES

Section 1

- (a) An hourly wage will be paid to each Administrative Assistant on the last working day of each month. The wage shall be paid as equal annualized installments based on the minimum work year for each employee. Adjustments for overtime, holidays, leaves etc shall be made monthly as appropriate. All Administrative Assistants shall select on or before May 1 of each year the option of ten (10) or twelve (12) payment installments. This option is binding on all Administrative Assistants.
- (b) Salary placement will be on the attached salary schedule. (Appendix A)
- (c) Each Administrative Assistant who works at least one hundred forty (140) days during a school year will receive an increment.

- (d) If negotiations for a successor Agreement extend beyond the expiration date of this Agreement, increments for that succeeding year will not occur until the conclusion of negotiations. Upon conclusion of negotiations, each Administrative Assistant's salary placement on the successor Agreement will be retroactive to effective date of the successor Agreement unless agreed otherwise.

Section 2

- (a) The District will contribute the following per FTE for health insurance premiums out of the District operating fund:
- | | | |
|-----------|-------------|----------------------------|
| 2008-2009 | \$9,359.51 | (2.5% increase over 07-08) |
| 2009-2010 | \$9,827.49 | (5% increase over 08-09) |
| 2010-2011 | \$10,810.23 | (10% increase over 09-10) |

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

1. offsetting increasing insurance costs
 2. reducing the employees' monthly payroll deductions for insurance
 3. increasing employees' insurance benefits
- (b) 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.

Section 3 A \$50,000 group term-life insurance policy will be made available to each permanent full and part-time Administrative Assistant.

Section 4 An employee who is not enrolled in the District's Health Insurance Plan, and whose spouse is the Primary carrier of the District's or another program may elect to choose just the life portion of the plan provided the carrier agrees.

Section 5 The District agrees to assume the cost for physical examinations required of Administrative Assistants as a condition for employment to a limit of \$150 per examination. There shall be no loss of wages if the physical is required during working hours.

ARTICLE XI - LAYOFF

- (a) In the event it becomes necessary to reduce the number of Administrative Assistants, the District will determine the Administrative Assistant to be laid off taking into consideration duties and responsibilities, evaluations and seniority. Layoffs may occur at any time. The District will notify Administrative Assistants prior to the end of the school year if it is known they will be laid off at the beginning of the next school year.

- (b) All Administrative Assistants laid off will be placed on Layoff Leave without pay for a period of up to two (2) years. No new Administrative Assistant will be hired until the position has been offered to all laid off Administrative Assistants.
- (c) Recall rights will be lost by the Administrative Assistant if he/she fails to accept the offer within ten (10) days of the date he/she receives the offer.

ARTICLE XII - ASSOCIATION LEAVE

The bargaining unit will be granted five days of paid Association leave. Additionally the bargaining unit will be granted one day of Association leave for every ten (10) members of the bargaining unit members. These days shall be used for Association business with at least two days prior notice to the Superintendent. The Association will reimburse the District the cost of a substitute when a substitute is used.

ARTICLE XIII – DUES DEDUCTION

Any employee covered by this Contract, who is a member of the Association or who has applied for membership, shall sign and deliver to the District, an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 15 of any year. Pursuant to such authorization, the District shall deduct dues according to Association direction. Employees who choose not to join the Association and authorize membership dues deduction shall pay to the Association through payroll deduction a representation fee equal to the regular dues less any political action or other special assessments. The Association shall, upon request, promptly refund to the nonmember the amount determined by State Arbitration to be non-chargeable activities. An employee who objects to this provision shall, consistent with AS 23.40.225, contribute an amount equal to the representation fee to a religious charity or group mutually agreed upon between the employee and the Association.

All bargaining unit members shall be afforded all rights related to negotiations irrespective of membership or non-membership in the Association.

The Association 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 District will notify the Association of all new employees, and of those resigning or whose contracts are being terminated.

ARTICLE XIV - DURATION

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

Ketchikan Education Association

Ketchikan Gateway Borough School District

Date _____

Date _____

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
ADMINISTRATIVE ASSISTANT SALARY SCHEDULE
2008-2011**

Years Experience	2007-2008	2008 Adjusted	4% 2008-2009	5% 2009-2010	5% 2010-2011
0	11.80	12.21	12.70	13.33	14.00
1	12.21	12.64	13.15	13.80	14.49
2	12.64	13.08	13.60	14.28	15.00
3	13.08	13.53	14.07	14.77	15.51
4	13.53	14.01	14.57	15.30	16.06
5	14.01	14.50	15.08	15.83	16.63
6	14.50	15.01	15.61	16.39	17.21
7	15.01	15.53	16.15	16.96	17.81
8	15.53	16.08	16.72	17.56	18.44
9	16.08	16.64	17.31	18.17	19.08
10	16.64	17.22	17.91	18.80	19.74
11	17.22	17.83	18.54	19.47	20.44
12	17.83	18.45	19.19	20.15	21.15
13	18.45	19.10	19.86	20.86	21.90
14	19.10	19.77	20.56	21.59	22.67
15	19.77	20.46	21.28	22.34	23.46
20	20.46				

	7.5 Hours	Paid Hours
Days	Per Day	Per Month
Elementary: *204	1530	127.50
Secondary: *208	1560	130.00

*includes holidays

The number of workdays are subject to change depending on the start date of the work year. Holidays will be included in this total.

Monthly salaries will be computed by multiplying the number of work days + paid holidays x the hourly rate x 7.5 hours per day ÷ by 12 months.