



# **NEGOTIATED AGREEMENT**

**Between**

**Board of Education  
Matanuska-Susitna Borough School District**

**and**

**Mid-Level Management Association**

**Expires June 30, 20178**

## SIGNATURE PAGE

The signatures on this page indicate the parties to this Agreement have thoroughly reviewed all of the following articles and provisions of this Negotiated Agreement to the best of their knowledge it reflects the negotiations that occurred between the parties.

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Chris Johnson, President, MLMA

Dr. Monica Goyette, Superintendent

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Lorie Hall, Bargaining Team Member,  
MLMA

Dr. Donna Dearman, President, Mat-Su  
Board of Education

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Carmel Dehn, Bargaining Team Member,  
MLMA

Luke Fulp, Assistant Superintendent of  
Business and Operations

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Earl Almdale, Bargaining Team Member,  
MLMA

Katherine Gardner, Human Resources  
Director

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**APPENDIX A      Title/Grade**

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**ARTICLE I  
Recognition and Purpose**

The Matanuska Susitna Borough School Board ("District") recognizes the Mid-Level Management Association ("Association") as the exclusive bargaining representative for the Middle Managers consisting of Supervisors and Assistant Supervisors and Professional Employees below the level of Director who have similar job responsibilities as the other positions covered under the Association.

Managers who formulate or determine policies on behalf of the Mat-Su Borough School District of the District's administration shall not be in the Association.

The Association and the District desire to establish and maintain through harmonious cooperation, a standard of conditions and procedures to provide for orderly collective bargaining relations, prompt and equitable disposition of grievances, and fair wages, hours, and working conditions for the employees covered by this Agreement.

Upon establishment of a new position or reclassification of an existing position after recognition of this bargaining Association, the District shall determine whether the position is to be included within the bargaining Association or to be exempt therefrom. The Association may grieve bargaining Association placements.

If the dispute is not settled prior to Arbitration, the arbitrator shall be limited to determining if the employee meets or does not meet the definition of supervisor as defined below. If the Arbitrator rules for the Association, the action shall be retroactive to a date no more than thirty (30) days prior to the filing of the grievance.

A Supervisor, Assistant Supervisor, or Professional Employee shall be defined as an employee who performs most if not all of the following duties with authority to use independent judgment or effectively recommend such action in the interest of the District: to hire, transfer, lay off, recall, promote, assign, direct, reward, suspend, discipline, and discharge employees; and to adjust grievances

## **ARTICLE 2 Nondiscrimination**

The District and the Association agree that there shall be no discrimination concerning terms and conditions of employment or membership in the Association because of the person's race, color, religion, national origin, physical or mental disability, age, gender, marital status, changes in marital status, pregnancy or parenthood, sexual orientation political affiliation, or membership or participation in legal Association activities provided that this provision shall not be construed to prevent the application of affirmative action principles or plans to which the district may be required to adhere to by law.

## **ARTICLE 3 Association Activities**

1. Membership in Association

The District shall not directly or indirectly attempt to interfere between an employee and the Union and shall not restrain or attempt to restrain an employee from belonging to the Association or taking a part in legal Association activities.

2. Representatives

A. Association Officer

The Association shall have a primary and alternate steward who is a District employee designated in writing by the Association who shall be given reasonable amounts of time during working hours without loss of pay to handle grievances and other Association matters relating to employment issues within this District.

**ARTICLE 4  
No Strike, No Lock Out**

The Association and District subscribe to the principle that differences should be resolved by peaceful and appropriate means without interruption of the school program. The Association agrees not to call a strike during the life of this Agreement. The District agrees that during the life of this Agreement there will be no lockout.

**ARTICLE 5  
Association Responsibilities**

1. The Association agrees that it is the obligation of each bargaining Association Member, to the extent assigned to do so, to administer the collective bargaining agreements between the District and subordinate members of bargaining Associations consistent with policies, interpretations and guidelines established by the District.
2. The Association assumes all obligations and responsibility for the continued membership of its members and the Association shall retain the right to discipline its members. No worker shall be discriminated against for the upholding of Association principles, and any employee who works under the instructions of the Association, provided such instructions are in compliance with the Agreement, or who serves on a committee, shall not lose their position or be discriminated against for this reason.
3. This agreement is binding on each and every member of this bargaining Association and that members, individually or collectively, accept full responsibility for carrying out all the provisions of this agreement.
4. The Association agrees to actively combat absenteeism and other practices which may hamper the District's operation and that it will vigorously support efforts to eliminate waste and inefficiency and to improve the educational system and to

promote goodwill between the District and Bargaining Association Members.

5. The Association agrees to make every effort to insure that Bargaining Association members obey all reasonable rules, policies and regulations prescribed by the District.

## **ARTICLE 6 Management Rights**

The Association recognizes that the District has the obligation of serving the public with the highest quality of education efficiently and economically. The Association further recognizes the right of the employer to operate and manage the District including but not limited to: the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment used; to implement improved operational methods and procedures; to determine staffing requirements and term of employment; to determine whether any part of the operation of the District shall continue; to contract for services; to select and hire employees; to promote and transfer employees; to discipline, demote, and discharge employees for just cause; to decrease or increase the number of employees; to promulgate reasonable rules, regulations, and policies provided that such rights shall not be exercised so as to violate any provision of this agreement. The parties recognize that the above statements of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All of the functions, rights, powers, and authority of the District not specifically abridged, delegated, or modified by this Agreement are recognized by the Association as being retained by the District.

## **ARTICLE 7 Employee Indemnification**

The School Board shall insure or indemnify and protect each supervisor against financial loss and expense, including reasonable legal fees and costs arising out of any claim, demand, suit, or judgment by reason of alleged negligence, alleged violation of civil rights or alleged wrongful act resulting in death or bodily injury to any person or accidental damage to or destruction of property, inside or outside of school premises if the supervisor at the time of the occurrence was acting under direction of the School Board within the course or scope of the duties of a supervisor.

## **ARTICLE 8 Dismissal**

1. Probationary and substitute/temporary employees are at will employees who may be terminated at any time during the probationary period for any reason deemed adequate by the district. Employment of employees who have completed their



probationary period may be terminated without prejudice to the employee and without liability to the Board should the employee be unable to perform their duties because of incapacity or disability and all leave has been exhausted.

Employees may be dismissed with just cause for such reasons which include but are not limited to the following: flagrant damage to school property; insubordination; unsatisfactory job performance including failure to exercise manager/supervisor confidentiality or enforcement of applicable collective bargaining agreements; sale or possession of illegal drugs; use of alcohol or illegal drugs or impairment therefrom while on school property; dishonesty; abandonment of duties; or immorality which is defined under the law as a crime involving moral turpitude.

2. The employee will be notified in writing of dismissal or other disciplinary action, excluding verbal reprimands, with a concurrent information copy to the Association. The notice shall include the reasons for such action. Employees may request and shall be entitled to representation at disciplinary investigative and determination meetings.

## **ARTICLE 9 Grievance-Arbitration**

### 1. Definitions and Purpose

#### A. Definition

A grievance is defined as any dispute involving the interpretation, application, or alleged violation of any provision of this Agreement.

The "grievant" shall be defined as the party filing the complaint (i.e.: employee, employees, Association, or District).

#### B. Purpose

The primary purpose of this procedure is to secure at the lowest possible level, a prompt and equitable solution to disputes arising between the parties. Early involvement of a representative from the Association is encouraged.

### 2. Grievance Procedure

#### A. Level 1

The grievant shall present the grievance in writing to the grievant's immediate supervisor within ten (10) working days of the date the employee knew or should have known of the grievance to receive use of this grievance procedure. The written grievance shall outline the following:

1. The nature of the grievance, the name(s) of the grievant(s), and the circumstances under which it arose,
2. The remedy or correction that is being requested, and
3. The specific section(s) of the Agreement alleged to have been violated.

The immediate supervisor shall communicate their decision to the Association in writing within ten (10) working days after receipt of the level one grievance.

B. Level 2

If the grievance is not resolved at Level 1, the Association shall forward the grievance to the Superintendent within ten (10) working days of the Association's receipt of the Level 1 response. Within fifteen (15) working days after the receipt of the Level 2 grievance, the Superintendent or designee shall meet with the Association and the grievant and attempt to resolve the grievance. The Superintendent shall provide a written response to the Level 2 grievance no later than ten (10) working days after the meeting.

C. Level 3

Probationary and temporary/substitute employees who are discharged shall not be entitled to use the arbitration procedure.

If the grievance is not resolved at Level 2 and involves the interpretation, application, or alleged violation of any provision of the Agreement, the Association, if arbitration is desired, must request arbitration in writing. The arbitration request must be mailed not later than:

1. Twenty (20) working days after receipt of the written response to the level 2 Grievance or,
2. Thirty (30) working days after the level 2 meeting with the Superintendent; whichever is earlier.

3. Arbitration Procedure

The following procedures shall be followed to secure the services of an arbitrator.

- A. Within twenty (20) days of receipt of the Level 2 decision, the Association in conjunction with the District may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties will use the ranking method of AAA arbitrator selection.
- B. While the dispute is pending, there shall be no strike or lockout which is in any manner related to the grievance. The arbitrator shall be limited to the issues submitted by the parties involving the interpretation or application of the specific provisions of this Agreement. The arbitrator shall not add to, subtract from, or modify the Agreement. The decision of the arbitrator shall be binding on both parties. Should either party fail or refuse to abide by the arbitrator's decision, the prevailing party shall be free to take whatever action it deems necessary, and such action will not be considered in violation of this Agreement.
- C. The arbitrator shall render a decision within thirty (30) calendar days following completion of the arbitration unless an extension is mutually agreed to.
- D. The fees and the expenses of the arbitrator shall be assigned to the losing party by the arbitrator, and if no loser is determined then the arbitrator shall assign costs to each party on a prorated basis.
- E. If settlement of a grievance is reached prior to or during an arbitration, the

arbitrator's fees shall be paid as mutually agreed, or shared equally.

F. The Association or the grievant is not responsible for any expenses incurred by the District in relation to the Arbitration Procedure other than what is specifically stated above.

G. The District is not responsible for any expenses incurred by the Association or the grievant in relation to the Arbitration Procedure other than what is specifically stated above.

4. Time limits

Time limits may only be extended by mutual agreement of both parties. Failure by the District to respond timely to a grievance allows the Association to proceed to the next level. If the grievant or the Association violates any of the established time limits, the grievance shall not proceed to arbitration.

5. Proof of Receipt

All grievances and arbitration requests and responses shall have proof of receipt.

**ARTICLE 10**  
**Association Security**

1. Agency Shop

A. It is recognized that the Association owes the same responsibility to all employees within the bargaining Association.

B. Employees coming under the terms of this Agreement shall as a condition of employment, within thirty-one (31) calendar days either join the Association or pay to the Association a service fee which shall not exceed established Association dues. This service fee shall be used to reimburse the Association for the cost of collective bargaining and contract administration.

C. The District shall within thirty (30) days after receipt of written notice from the Association requesting such action, discharge an employee who has not complied with the requirement to pay Association dues or fees.

2. Check-off

A. Upon receipt of an authorization form from the employee voluntarily authorizing deduction of Union Association dues or service fee, the District shall deduct such dues or fee from the pay of the employee. The Association shall provide to the District in writing the amount of Association dues or fees to be deducted.

B. Authorization forms shall be designed and provided by the Association.

C. The Association dues and fees collected by the District shall be remitted to the Association on a monthly basis along with a deduction list of employees and amounts paid.

3. Indemnification

The Association accepts all responsibilities regarding the establishment of the amount and usage of dues and fees, and that the Association agrees that it will indemnify and hold the Matanuska Susitna Borough School District, together with its Board members, administrators, officers, agents, and employees harmless from any and all claims of any nature (except where an employee is discharged through the negligence of the employer) connected with or arising out of the implementation of these provisions, whether such claims are initiated by employees or by any other persons. Without limiting the scope of this indemnification and hold harmless obligation, the Association agrees to (a) assume the defense against any such claims, (b) pay any attorney's fees and costs associated with the defense against any such claims, and (c) pay the full amount of any adverse judgment or award resulting from such claims, including costs, attorney's fees and interest.

## ARTICLE 11 Salary

### 1. Salary Schedule

The salary schedule is **as outlined in appendix 2 for both 185 and 260 workday employees.** ~~based on 260 work days and will increase by 1.0% for each year of the agreement.~~

~~In addition each member of the bargaining unit will receive a one time payment of \$1,000 in FY 15, \$1,000 in FY 16 and \$1,250 in FY 17 based on FTE payable on September 30 in each of the listed years. This bonus payment will not be PERS eligible and does not continue beyond the life of this agreement. To be eligible the employee must be in a paid status on September 30.~~

### 2. Step Increase

Step increases will be allowed in each year of the agreement.

### 3. Placement on Salary Schedule

A new hire to the district may be placed up to step 4 of the range assigned to the position by the District. Placement above step 0 shall depend on qualifications and experience above the minimum or to compete with market value for hard to fill positions.

### 4. Promotions

Employees promoted within this bargaining Association shall be placed at the step in the new wage range closest to a 5% increase.

### 5. Demotions

Employees demoted within this bargaining Association shall be placed at the step in the new wage range closest to a 5% decrease.

### 6. Recognition of Service

In special recognition of longevity and extraordinary services provided to the Matanuska Susitna Borough School District by selected employees, there is hereby established a Retirement Incentive Program.

The salary increase which this program provides are for services rendered and shall apply only to employees who are eligible to retire and who notify the Human Resources Department of their intention to retire at least 90 days before their retirement date. The increase shall be paid in one lump sum in the final paycheck. The employee will have his original salary amount amended to reflect an increase of \$150 per year of district service. It is understood that the amount of the incentive will not be included in the PERS retirement calculation.

7. Longevity

All employees who have been paid at Step 9 on the Salary Schedule for a full year and who remain at Step 9 the next year shall receive \$2,185 in each year of this agreement. The amount shall be paid in one lump sum by the last pay period in October.

**ARTICLE 12  
Acting Assignment**

An acting assignment (a temporary assignment of a permanent employee into another job classification) may be made in writing by the Superintendent when it is in the best interest of the district. Assignments shall not be made for more than one year, and the employee may refuse the acting assignment. The employee will receive the rate of pay for the position being filled, but will not receive less than their former base rate of pay.

Employees who accept acting assignments will return to their former position when the acting assignment is concluded. The former position is not considered vacant while the employee is on acting assignment.

A newly hired replacement for an incumbent employee who accepts an acting assignment shall be considered a probationary employee and may be discharged when the acting assignment has been completed and the incumbent returns to the position.

**ARTICLE 13  
Working Conditions**

1. Work Hours

The normal work day and work week for a full-time (1.0 F.T.E.) employee is eight (8) hours and 40 hours respectively, Monday-Friday; exclusive of an unpaid lunch period. However, flexible working hours may be directed by the employer based upon District needs or granted upon request by the employee with advance approval of the Association administrator.

2. Physical Exams

All employees shall have a physical exam upon initial employment with the school

district that must not occur more than 90 days prior to employment and no more than 45 days following employment. A reexamination will be required every three (3) years.

Employees not covered by insurance shall be reimbursed up to a maximum of \$150.00 for the required physicals. The employee must present documentation of the actual cost no later than sixty days after the beginning of employment or after the actual examination, whichever is later, otherwise the reimbursement shall be forfeited. This provision does not exempt employees from additional examinations which may be required by law, Board policy, or other justified reasons.

An employee who does not submit the examination form to the personnel department may be subject to disciplinary action. The physical exam is a condition of employment.

### 3. Probationary Period

Each new employee working in a permanent position must serve a probationary period of one year or 260 work days, whichever is longer. The probationary period may be extended by 30 calendar days when notice is given to the employee in writing prior to the expiration of any probationary period, with a copy of such notice provided to the Association

### 4. Evaluation

The primary purpose of the employee evaluation procedure shall be to monitor job performance. Evaluations will be conducted at least annually by the employee's immediate supervisor. The supervisor will discuss the evaluation with the employee. At the time of the discussion if the evaluation is rated unsatisfactory overall, the employee may request and shall be entitled to Association representation and attendance by the Human Resources Director, prior to completion of the discussion. After the discussion, the evaluation will be signed by both the employee and the supervisor. The employee will be provided a copy of the evaluation. A written rebuttal statement from the employee may be added to the evaluation if provided to the Human Resources Department or immediate supervisor within five (5) days of the evaluation discussion. Former employees who are evaluated following termination and are not available will be mailed a copy of the evaluation at their last known address. The employee may request to meet with the supervisor to discuss the evaluation.

### 5. Mileage

All employees required to use their private vehicles for School District business will be reimbursed at the IRS rate. The immediate supervisor must approve or disapprove the use of personal vehicles on a one-time basis or on a continuous work schedule per job description.

## **ARTICLE 14 Pay Procedures**

1. Payday

Employees shall be paid twice monthly on the fifteenth (15th) day and the last working day of the month during their term of employment. If the scheduled payday falls on a holiday, Saturday, or Sunday; then the last working day before that day shall be the payday.

2. Deductions

The Employer shall itemize all deductions on paychecks so employees can determine the purposes for which amounts have been withheld.

3. Automatic Deposit

Each employee shall be paid via automatic deposit to the banking institution or credit union of their choice ~~located in the Matanuska-Susitna Borough.~~

4. Termination Pay

When an employee is terminated, the employee's wages shall become due immediately and shall be paid within 72 hours.

**ARTICLE 15  
Holidays**

Employees shall be entitled to the following holidays:

- New Years Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The holidays, listed above, which fall on a Saturday or Sunday shall be observed as indicated on the approved school calendar.

**ARTICLE 16  
Paid Leaves**

1. Personal Leave:

There shall be no annual leave accrual for supervisors. All supervisors who work a 260 day work year will accrue 288 hours (36 days) of paid time off credited at the beginning of the fiscal year. Supervisors who work less than 260 days will accrue leave on a prorated basis. Paid time off may be carried over from year to year with a maximum paid time off balance of no greater than 528 hours (66 days) at the beginning of each fiscal year. Any leave beyond 240 hours (30 days) left at the end of the fiscal year that is not used or cashed out in accordance with the provisions of this section will be lost and not carried over to the next fiscal year. **Except as provided below** Up to a maximum of 80 hours (10 days) of personal leave may be cashed in at anytime during the contract year by submitting a written request to the payroll department by May 1st of each year. Upon separation, an employee shall be allowed to cash in any unused PTO at the current base rate of pay.

**Beginning July 1, 2017 there is hereby established a one year suspension to personal leave cash-in as provided for above. No MLMA members will be permitted to cash-in personal leave during the life of this agreement. This does not include any leave cash-in occurring as a result of separation**

2. Sick Leave:

Sick leave shall only be used for an illness or injury to the employee or an employee's immediate family. Sick leave is taken on a two-hour increment basis. The maximum amount of sick leave that may be used for adoption purposes shall be five (5) days.

In the event of a death, illness, or injury to a member of the employee's immediate family, the employee shall be allowed to use earned sick leave as emergency leave for up to five days with pay within the State of Alaska or up to ten days outside the State of Alaska in any occurrence. Verification will be submitted to the immediate supervisor, if requested. Additional days may be granted by the Superintendent for this purpose.

Employees unable to be at work due to illness or injury shall notify their immediate supervisor as soon as possible. The District may request verification of the illness and injury from the employee. Full-time (1.0 FTE) employees shall accrue 1 1/3 days of sick leave per month.

Upon retirement or termination, an employee shall be allowed to cash-in 90% percent of the employee's unused sick leave at the base rate of pay. Upon death, an employee's family shall be allowed to cash-in 100% of the employee's unused sick leave at the base rate of pay. A request for such cash-in must be made in writing at least 30 days prior to payment and within the current fiscal year.

**ARTICLE 17  
Administrative Leave**



1. Professional Leave

An employee may upon advance approval of the Superintendent or designee be granted paid leave for the purposes of attending conferences, seminars, or training sessions related to the improvement of the performance of their duties. If requested, a report of the professional leave shall be submitted to the Superintendent.

2. Jury/Legal Leave

A. Employees shall be provided paid administrative leave for work time lost when serving on jury duty provided that the fees paid by the court (except travel and parking expenses) shall be remitted to the District. Compensation for service in court when subpoenaed as a witness shall be treated the same as jury duty, provided that the employee is not a party to the action. An employee appearing in federal, state, or district court in a criminal or civil case to which the employee is a party will receive leave without pay; or may request to utilize annual leave, or floating holidays. An employee who is dismissed by the court shall report for work the remainder of the working day, provided that at least two (2) hours of the work day remain after the employee travels to the work assignment.

B. It shall be the responsibility of the employee to provide notice as soon as practicable to their immediate supervisor that they have been selected for possible jury duty, subpoenaed or are required to be present in court. Justification including documentation of court service shall be provided to the supervisor upon request.

3. Civic Leave

It is recognized that in some instances that it is beneficial for the District to provide leave to employees to fulfill useful volunteer responsibilities such as fire and ambulance service within the Borough. However, it shall be at the sole discretion of the Superintendent and with the advance approval of the Superintendent to determine whether administrative leave is appropriate for the purposes being requested by the employee and whether or not it should be paid or unpaid.

4. Military Leave

A. Employees may take unpaid leave for service in the Uniformed Services in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. 4301, et seq. Paid leave for such service is also available in accordance with the provisions of subsection (B) below.

B. An employee whose employment with the District is interrupted by a period of service in the Uniformed Services is entitled to receive his or her District salary for up to two weeks of a period of service, less the amount of military pay received, subject to the following conditions:

1. No paid leave of absence will be granted for that portion of a period of service which takes place when the employee is not required to perform duties for the District.

2. The employee must request that the applicable Uniformed Service

schedule his or her period of service so as not to conflict with District duties. If this request is denied, the employee must provide the District with an order from his or her military supervisor which reflects this denial and indicates the employee is ordered to report for duty during a period in which he or she would otherwise be required to perform duties for the District.

3. Official verification of the employee's military pay shall be the responsibility of the employee, and no supplementary District salary shall be paid until verification has been received by the District's payroll department.
4. Employees wishing to receive compensation from the District pursuant to this subsection are required to provide written notice to the District that their employment will be interrupted by a period of service in the Uniformed Services to the District's Human Resources Department at least two weeks in advance of the employee's expected departure from District duties.

C. An employee on military leave in accordance with this section may, at the employee's option, be paid for days of annual leave accrued in accordance with Article 16 section 1 of this Agreement. An employee shall receive no other payment from the District for days in which he or she received payment for annual leave while on military leave.

#### 5. Association Business Leave

The Board shall provide one (1) day per year Association leave for every ten (10) members of the bargaining Association or one (1) day total whichever is greater for use by the Association. Employees desiring to donate leave to the Business leave bank shall submit a request to payroll. The contribution to the bank will occur through payroll deduction during the first 30 calendar days in each school year or the first 60 days (sixty) calendar days of employment. Unused hours shall be carried forward to the following year. All requests for withdrawal from the bank shall be made by the Association President.

The release of employees from duty for Association business leave shall be handled on the same basis as release from duty for annual leave.

#### 6. Educational Leave

Unpaid leave for the purpose of education may only be granted upon written request to and approval by the Superintendent and must be related to the employee's job and a direct benefit to both the employee and the district as determined by the district. The employee must have been working in the school district the three (3) consecutive years prior to the date of the application. Leave application shall be accompanied by a written plan of education documenting at least 12 semester hours of coursework per semester from an accredited college or university. Documentation of coursework must be provided to the district by September 30th of the following year. Application for educational leave must be received by January 1st of the academic year prior to the requested leave and notice of intent to return must be received by March 30th of the school year prior to the employees return. Travel study will not be considered as an appropriate subject for educational leave. Duration

of such leave shall not exceed one (1) year.

7. Disability Leave

An employee who has been certified by a medical doctor to be unable to perform regularly assigned duties because of injury or illness to himself/herself shall upon request receive a disability leave of absence without pay not to exceed one year. A disability leave of absence shall not be granted until all accrued sick and annual leave has been exhausted. Upon request the leave may be extended at the sole discretion of the Superintendent.

Approval of a disability leave of absence requires that the certification by a medical doctor include the nature of the disability and a prognosis of when the employee will be able to return to work. Prior to return to work the employee shall provide a statement by a medical doctor which certifies that the employee is capable of performing their full duties.

8. Elections Leave:

If an employee is unable to vote during off-duty time because of a work assignment, the Employee will provide necessary time during normal working hours to vote in Federal, State, School Board, or Borough elections without loss of pay to the employee.

9. Family Leave

Family Leave is granted in accordance with the Family Medical Leave Act and the Alaska Family Leave Act.

**ARTICLE 18  
Safety and Liability**

All work should be executed in a safe manner. The Alaska State Safety Code and OSHA regulations shall serve as minimum standards. Safety devices and first-aid equipment as may be needed for safety and proper medical treatment shall be provided by the Employer.

**ARTICLE 19  
Layoff/Term of Employment**

1. Layoff

The Superintendent is authorized to layoff members of the bargaining Association, upon thirty (30) days notice of such layoff to the affected employee, if a position has been abolished or if he or she determines a layoff is appropriate due to insufficient funds or work.

If an employee is laid off for any of the reasons listed above, the Superintendent may place the employee into another available job vacancy covered under this bargaining Association for which he/she is qualified. If there are no vacancies at the time of layoff within the bargaining Association for which he/she is eligible; then the employee will be placed on a recall list. When an opening occurs within the bargaining Association, employees will be recalled based upon their length of continuous service within the bargaining Association into the job classification from which he/she was laid off. The employee will be removed from the recall list if after two (2) years from date of layoff or the employee fails to respond to an offer of employment into an equivalent position within twenty (20) miles of his/her former position.

In the event a bargaining Association member is laid-off said employee may apply for any other District position, within or without the bargaining Association, consistent with the provisions of any other collective bargaining agreement in effect. Any such laid-off employee shall receive hiring preference for any District position for which he or she may be qualified prior to hiring any applicant not already employed by the District.

2. Term of Employment

If a change in the yearly term of employment for a supervisor is deemed necessary by the District, consultation and collaboration between the District and the Supervisor shall take place to determine what term of employment would best serve the interests of the District. In the event a dispute regarding this matter, the District's decision shall be final.

**ARTICLE 20  
Benefits**

1. Health Insurance

Insurance coverage for each employee and dependents shall begin the first day of the month following employment. The employee has the option to continue health insurance coverage at his/her own expense during an unpaid leave of absence. The employee must pay 100% of the cost prior to the first day of the month on which insurance coverage is desired during an unpaid leave of absence.

Employees shall be entitled to participate on a voluntary basis in a medical reimbursement and a dependent care plan consistent with section 125 of the Internal Revenue Code.

Insurance coverage continues until employment termination in accordance with the following table:

Employee	Employee portion
	of the District Premium
.75-.99 FTE	25%

.50-.74 FTE

50%

The **base** health plan for the life of the agreement will be Plan C/B with ortho. **Beginning** ~~in~~ **FY 158** the District will contribute ~~\$1532~~**1707** pmpm for health insurance for all employees who are currently electing coverage or who are newly hired to the District. ~~In~~ **FY 16** the District will pay ~~\$1532~~ pmpm plus 50% of any increase above \$1532, the remaining 50% will be paid by the employee. ~~In~~ **FY 17** the District will pay ~~\$1532~~ pmpm plus 50% of any increase above \$1532, the remaining 50% will be paid by the employee. ~~Employees who have waived coverage and who elect to enroll will pay 10% of the District's premium in FY 15, FY 16 and FY 17 any increase over \$1532 in FY 16 and FY 17 unless the reason to enroll is the result of a qualified life event.~~

## 2. Life Insurance

Each employee shall be provided with \$50,000 worth of life insurance.

Employees shall be able to purchase at their own expense an additional \$50,000 in term life and AD &D insurance at the group rate.

## 3. PERS

Employees shall be provided retirement benefit coverage in the Public Employees Retirement System (PERS) as provided by law and the Participation Agreement between the State of Alaska and the Matanuska Susitna Borough.

## 4. SBS

The employer and employees shall participate in the Supplemental Benefits System (SBS).

## **ARTICLE 21 Savings Clause**

1. If any article, section, or subsection of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the Board and the Union Association shall within twenty working days, enter into negotiations to replace or remove any provision found to be contrary to law.
2. It is agreed that this labor Agreement contains the full and complete agreement between the parties on all subjects upon which the parties did bargain or could have bargained. Neither party shall be required, during the term of this Agreement, to negotiate or bargain upon any other issue. This Agreement terminates all prior agreements and understandings, and concludes all collective bargaining for this Agreement.
3. The parties further agree that notwithstanding the above section, maintenance of contract matters, should they develop may be negotiated under a written supplemental agreement.

4. If the terms of this Agreement and Board policy conflict, the terms of this Agreement shall govern.

## **ARTICLE 22**

### **Term of Agreement**

This Agreement shall be effective as of July 1, 20147 and shall continue in full force and effect until June 30, 20178.

## **ARTICLE 23**

### **Negotiations/Definitions**

#### A. Negotiations

The Matanuska Susitna School District and MLMA shall negotiate in good faith on matters pertaining to wages, hours, and working conditions for employees covered by this Agreement.

Between March 1 and April 1 prior to the expiration of the contract either party may submit a written request to the other party to enter into negotiations for a succeeding contract.

If no written request is received, then all provisions of the agreement shall automatically extend for an additional year.

Negotiations for a succeeding complete contract shall begin no later than 60 calendar days prior to the expiration date of this Agreement unless waived by mutual consent of the parties.

#### B. Definitions

1. Association: Mid-Level Management Association
2. Day: a normal working day unless specified as a calendar day
3. District: Matanuska Susitna Borough School District
4. Superintendent: Superintendent of the Matanuska Susitna Borough School District or designee.
5. Immediate family: husband, wife, father, mother, son, daughter, brother, sister, grandparents, grandchild, guardian, or person having the same relationship to the employee's spouse.
6. School Board: The Matanuska Susitna Borough School Board
7. F.T.E is full-time equivalent position (1.0 equals forty hours per week).
8. Permanent employee: an employee who is assigned to a regular budgeted and scheduled position that has successfully completed his/her probationary period

9. Probationary employee: an at-will employee serving his or her first year of employment in a position and may be terminated at any time during the probationary period for any reason deemed adequate by the district
10. Part-time employee: a permanent employee who works less than 40 hours per week.
11. Employee: a person who is a member of the bargaining Association- Mid-Level Management Association.
12. Temporary and substitute employees: A newly hired at-will employee who fills in for 90 days or less during a year when a permanent employee is absent.
13. Supervisor: Refers to Supervisors, Assistant Supervisors, and Professional Employees eligible for membership in the Association.

**MLMA Salary Schedule  
FY 2018  
260 Day Employees**

Step	0	1	2	3	4	5	6	7	8	9
13	\$50,140.34	\$52,813.25	\$55,794.11	\$58,989.96	\$62,429.92	\$65,963.94	\$69,281.84	\$72,753.16	\$76,377.88	\$80,197.45
	\$192.85	\$203.13	\$214.59	\$226.88	\$240.12	\$253.71	\$266.47	\$279.82	\$293.76	\$308.45
14	\$52,537.79	\$55,333.88	\$58,467.02	\$61,845.39	\$65,379.41	\$69,158.67	\$72,629.98	\$76,255.83	\$80,065.32	\$84,068.53
	\$202.07	\$212.82	\$224.87	\$237.87	\$251.46	\$265.99	\$279.35	\$293.29	\$307.94	\$323.34
15	\$54,902.76	\$57,852.26	\$61,027.95	\$64,672.83	\$68,359.15	\$72,292.93	\$75,917.65	\$79,728.26	\$83,752.75	\$87,940.72
	\$211.16	\$222.51	\$234.72	\$248.74	\$262.92	\$278.05	\$291.99	\$306.65	\$322.13	\$338.23
16	\$57,330.44	\$60,372.88	\$63,782.61	\$67,500.28	\$68,291.28	\$75,457.43	\$79,235.56	\$83,198.46	\$87,377.47	\$91,746.85
	\$220.50	\$232.20	\$245.32	\$259.62	\$262.66	\$290.22	\$304.75	\$319.99	\$336.07	\$352.87
17	\$59,725.65	\$62,891.27	\$66,485.76	\$70,325.48	\$74,318.61	\$78,621.92	\$82,555.70	\$86,672.01	\$90,973.08	\$95,522.74
	\$229.71	\$241.89	\$255.71	\$270.48	\$285.84	\$302.39	\$317.52	\$333.35	\$349.90	\$367.40
18	\$61,976.41	\$65,097.23	\$68,831.69	\$72,781.15	\$76,956.81	\$81,369.86	\$85,440.25	\$89,711.09	\$92,850.95	\$97,493.56
	\$238.37	\$250.37	\$264.74	\$279.93	\$295.99	\$312.96	\$328.62	\$345.04	\$357.12	\$374.98
19	\$64,231.64	\$67,612.25	\$71,490.05	\$75,592.92	\$79,928.70	\$84,514.20	\$88,740.24	\$93,176.81	\$96,437.60	\$101,259.37
	\$247.04	\$260.05	\$274.96	\$290.74	\$307.42	\$325.05	\$341.31	\$358.37	\$370.91	\$389.46
20	\$66,617.89	\$68,869.77	\$72,820.35	\$76,997.12	\$81,416.89	\$86,084.13	\$90,388.56	\$94,910.23	\$98,232.61	\$103,143.96
	\$256.22	\$264.88	\$280.08	\$296.14	\$313.14	\$331.09	\$347.65	\$365.04	\$377.82	\$396.71
21	\$69,008.62	\$70,389.31	\$74,428.35	\$78,699.19	\$83,213.01	\$87,986.63	\$92,387.36	\$97,008.69	\$100,402.74	\$105,422.71
	\$265.42	\$270.73	\$286.26	\$302.69	\$320.05	\$338.41	\$355.34	\$373.11	\$386.16	\$405.47
22	\$71,397.11	\$72,824.82	\$77,002.72	\$81,421.37	\$86,091.97	\$91,030.19	\$95,582.09	\$100,360.19	\$103,874.06	\$109,067.59
	\$274.60	\$280.10	\$296.16	\$313.16	\$331.12	\$350.12	\$367.62	\$386.00	\$399.52	\$419.49



**MLMA Salary Schedule  
FY 2018  
185 Day Employees**

Step Grade	0	1	2	3	4	5	6	7	8	9
13	\$39,640.87	\$41,754.07	\$44,110.73	\$46,637.36	\$49,356.99	\$52,150.98	\$54,774.11	\$57,518.52	\$60,384.22	\$63,403.97
	\$214.27	\$225.70	\$238.44	\$252.09	\$266.79	\$281.90	\$296.08	\$310.91	\$326.40	\$342.72
14	\$41,536.29	\$43,746.87	\$46,223.93	\$48,894.86	\$51,688.85	\$54,676.73	\$57,421.14	\$60,287.73	\$63,299.50	\$66,464.43
	\$224.52	\$236.47	\$249.86	\$264.30	\$279.40	\$295.55	\$310.38	\$325.88	\$342.16	\$359.27
15	\$43,406.03	\$45,737.90	\$48,248.60	\$51,130.23	\$54,044.62	\$57,154.67	\$60,020.37	\$63,033.03	\$66,214.78	\$69,525.78
	\$234.63	\$247.23	\$260.80	\$276.38	\$292.13	\$308.94	\$324.43	\$340.72	\$357.92	\$375.82
16	\$45,325.35	\$47,730.70	\$50,426.42	\$53,365.60	\$56,401.28	\$59,656.51	\$62,643.50	\$65,776.56	\$69,080.48	\$72,534.90
	\$245.00	\$258.00	\$272.58	\$288.46	\$304.87	\$322.47	\$338.61	\$355.55	\$373.41	\$392.08
17	\$47,469.23	\$49,985.22	\$52,842.08	\$55,893.85	\$59,067.54	\$62,487.76	\$65,614.28	\$68,885.87	\$72,304.31	\$75,920.33
	\$256.59	\$270.19	\$285.63	\$302.13	\$319.28	\$337.77	\$354.67	\$372.36	\$390.83	\$410.38
18	\$48,998.44	\$51,465.76	\$54,418.22	\$57,540.66	\$60,841.92	\$64,330.87	\$67,548.92	\$70,925.44	\$73,407.80	\$77,078.24
	\$264.86	\$278.19	\$294.15	\$311.03	\$328.88	\$347.73	\$365.13	\$383.38	\$396.80	\$416.64
19	\$50,781.43	\$53,454.13	\$56,519.91	\$59,763.63	\$63,191.50	\$66,816.78	\$70,157.88	\$73,665.42	\$76,243.40	\$80,055.49
	\$274.49	\$288.94	\$305.51	\$323.05	\$341.58	\$361.17	\$379.23	\$398.19	\$412.13	\$432.73
20	\$52,667.99	\$54,448.32	\$57,571.64	\$60,873.79	\$64,368.05	\$68,057.96	\$71,461.04	\$75,035.86	\$77,662.53	\$81,545.44
	\$284.69	\$294.32	\$311.20	\$329.05	\$347.94	\$367.88	\$386.28	\$405.60	\$419.80	\$440.79
21	\$54,558.10	\$55,649.66	\$58,842.92	\$62,219.44	\$65,788.07	\$69,562.08	\$73,041.29	\$76,694.91	\$79,378.24	\$83,347.01
	\$294.91	\$300.81	\$318.07	\$336.32	\$355.61	\$376.01	\$394.82	\$414.57	\$429.07	\$450.52
22	\$56,446.43	\$57,575.18	\$60,878.22	\$64,371.59	\$68,064.16	\$71,968.31	\$75,567.04	\$79,344.59	\$82,122.65	\$86,228.65
	\$305.12	\$311.22	\$329.07	\$347.95	\$367.91	\$389.02	\$408.47	\$428.89	\$443.91	\$466.10