~~Article 1.5 - Designation of Status of New Exempt Position~~

~~a. The following criteria will be used to determine if a position is exempt. A position shall be designated as exempt if any one of the following criteria is met.~~

~~Criterion 1. The position requires supervision of other employees and the employee has authority to hire, promote, discipline or terminate employees, or has substantial weight given to his/her recommendations regarding decisions to hire, promote, discipline, or terminate employees.~~

~~Criterion 2. The position requires work that is confidential because the work directly involves the formation of policies and resource allocations related to collective bargaining.~~

~~Criterion 3. The position's primary duty requires work that regularly and customarily involves the use of employee discretion and independent judgment with respect to matters of significance that are directly related to management policies of the District or to the general business operations of the District.~~

~~b. Given the parties' desire to avoid the litigation of issues involving criteria 1 and 2, and the long- term prior understanding between the parties of the application of the Public Employees Relations Act (PERA) to those criteria, PERA applies to the application of criteria 1 and 2.~~

~~The Fair Labor Standards Act (FLSA) applies to the application of criterion 3. These criteria are to be narrowly construed.~~

~~c. If the ESSA disputes the decision of the District, it shall so advise the District in writing within ten (10) workdays, stating the reasons for the dispute. The District shall meet with the ESSA within ten (10) workdays of receipt of the notice by the ESSA. If a dispute still exists after the meeting between the District and the ESSA, the ESSA may submit the matter to binding arbitration within fifteen (15) workdays of the meeting.~~

Article 2.3 - The ESSA Business Leave Bank

One hundred twenty (120) days of leave with pay shall be made available for ESSA business leave use **<u>in a negotiation year.</u>** ~~each contract year.~~ **<u>Sixty days (60) of leave with pay shall be made available for Association use on non-negotiation years. An employee may not use more than five (5) days of association leave on non-negotiating years</u>**. The ESSA shall reimburse the District for substitute costs when a substitute is employed. When possible, the ESSA shall provide twenty-four (24) hours' notice of intent to use ESSA business leave. The ESSA may carry over up to twenty (20) days per year of ESSA business leave from the preceding year, but may not exceed one hundred forty (140) days.

2.4 Access to Employees

An ESSA representative may be granted access to employees who are members of this bargaining unit during work hours. Such access will be with the concurrence of the employee's immediate supervisor and no ~~substantial~~ interference with job performance will ensue. Such access may be postponed.

Article 7.6 - Premium Pay

B. Classroom Oversight

When all other classroom coverage options have been exhausted, the principal may ask a classified employee to fill the substitute teacher role. Designation is at the principal’s discretion. ~~however, no classified employee will be required to accept a substitute teacher assignment.~~

Total additional compensation will be in half and full day increments as follows:

Half day (1-3.5 hours): $22.50
Full day (3.6-7 hours): $45.00

~~C Healthcare Worker Oversight~~

~~Registered Nurses (RN) who are required to oversee Licensed Practical Nurses (LPN) and/or Health Aides (HA) shall receive an additional four dollars ($4.00) per hour.~~

Article 7.7 - Probationary Employees

For purposes of this section, any employee who is newly hired into the District *or* who moves into a different position within the District—whether by transfer, promotion, reassignment, or any other change of position—is subject to a probationary period of four (4) months, regardless of the employee's prior length of service or seniority with the District. The probationary period begins on the employee's effective date in the new position.

a. ~~A probationary employee is a regular employee who has been employed for less than four (4) months.~~ If not extended in writing to the employee, the probationary period will automatically end four (4) months from the date of hire. The probationary period may be extended by the District.

b. Accrued sick leave shall be available during the probationary period. Personal leave and earned annual leave may be taken by probationary employees.

c. Probationary employees shall be given at least one (1) evaluation during their probationary period.

d. A probationary employee is subject to termination at any time and for any reason the District deems adequate as long as the reason is not arbitrary or capricious. Any other disciplinary action will be subject to a standard of just cause.

~~Article 7.9 - Shift Changes~~

~~Employees shall be given five (5) workdays' notice of required shift changes.~~

Article 8.1 - Vacancies

a. Any qualified regular bargaining unit member who has completed the probationary period shall be given the opportunity to apply for any vacancy ~~before the District hires a non-district applicant.~~ A vacancy shall be defined as a bargaining unit position previously held by an employee or a new classified position that is created by the District.

b. All vacancies shall be posted five (5) workdays during the school year and seven (7) calendar days during the summer months. ~~prior to public advertisement provided two (2) weeks' notice is given by the employee creating the vacancy. In the event less than two (2) weeks' notice is given or a vacancy is created by an in-district transfer, the District shall still endeavor to adhere to the above agreement; however, if in the opinion of the District, the vacancy requires filling within a shorter time frame, the time of in-district posting may be shortened or waived and hiring may be done within or outside the district after consultation with the ESSA.~~

c. Vacancies shall be filled on the basis of experience and qualifications. ~~The District shall make every effort to hire from within the district before hiring a non-district applicant. The District shall provide preference to current employees based on education, experience and job performance. Where the experience and qualifications are equal as determined by the District, seniority shall be the determining factor in selecting the successful applicant. Unsuccessful in-district applicants may contact the hiring manager or Human Resources Department to inquire the reasons for their non-selection, and shall receive the reasons for their non-acceptance in writing upon request.~~

d. A classified employee will retain their seniority and step placement provided there is no break in service with the District when accepting a position outside of the ESSA bargaining unit.

Article 10.5 - Emergency School Closure

~~Each year, all employees will receive two (2) emergency school closure leave days. These days shall only be available in the case that the employee's work site closes or fails to open for a regularly scheduled work day. Any unused emergency school closure leave days at the end of the year shall revert back to the District without compensation to the employee.~~

~~After an employee uses up the two (2) days of leave in the section, if more closures occur, an employee may elect to use personal or annual leave during an emergency closure day or have the closure day be an unpaid day. Should an employee have pre-approved or continuing sick leave prior to the closure, the paid leave will be honored.~~

To the extent possible, those employees who are required to work on an emergency school closure day will be identified at the beginning of each school year. Those employees identified as required to work should make every reasonable effort to work on such days.

Article 13 - Health Plan

A. Medical and Prescription Plans

The District agrees to offer options for health plan coverage, as described below, beginning the first day of the month following thirty (30) days of employment and continuing until employment termination. For employees who elect to participate in the District's health benefits plan, coverage will extend until August 31 for any terminating employee who holds and completes a full year contract. Teachers who qualify for health coverage under the Alaska Teachers' Retirement System (TRS) do not qualify for health coverage under the District's plan. An employee has the option to continue health plan coverage at his/her own expense during a long-term leave of absence.

Employees may choose not to be covered by District health benefits and therefore not required to make an employee contribution, provided the employee signs a statement attesting that he/she is covered by other health insurance. Employees who wish to enroll a spouse and/or children in the District's plan may do so by completing the proper paperwork and providing the required supporting documentation to Human Resources in a timely manner.

The District offers a Plan Option **B (HDHP) and Plan Option C.** ~~A and two High Deductible Health Plans (HDHP)~~. ~~Plan A will only be available to employees enrolled in Plan A as of January 1, 2021 who remain continuously enrolled in Plan A.~~ Plan options, benefits, and criteria for participation are described in the *Summary Plan Description*. The District shall provide each employee with a copy of the Summary Plan Description describing health care benefits and shall inform employees of any changes in benefits annually.

Employee contributions to the District's plan in the form of payroll deductions will be based on a tiered structure as follows:

Employee Only

Employee + Spouse or Employee + Child(ren)

Employee + Family

Employee contributions will be deducted from employee paychecks over nineteen (19) pay periods beginning with the first paycheck in September.

Employee contributions will be set annually based on the projected plan costs for the calendar year. The projected plan costs will be established annually by the health plan consultant based on the prior fiscal year claims experience and using standard actuarial methods. Employee contributions will be established by comparing overall projected plan costs to the hard cap rate for each plan listed below.

The 100% rate established in ~~2021~~ **2026** is the hard cap of the district contribution for Plans ~~A~~, B and C.

~~Plan A = $3498~~
Plan B = ~~$1007~~ **$2718**
Plan C = ~~$1626~~ **$2688**

2027
Plan B = $2818
Plan C = $2788

2028
Plan B = $2918
Plan C = 2888

2029
Plan B = 3018
Plan C = 2988

An employee's contribution for Plan Option ~~A~~, B and C will be based on a negotiated formula applied to the tiered structure as follows:

Plan	***% of Base Employee Contribution***
Employee Only	75%
Employee + Spouse or Employee + Child(ren)	100%
Employee + Family	125%

Health plan costs are composed of claims paid, the costs of administering the health care plan by the third party administrator or its successor(s), aggregate and specific stop-loss premiums, utilization review fees, case management costs, health program audit rewards, direct provider costs, wellness initiative costs, COBRA premium receipts, refunds, consultant fees, and any added costs resulting from changes in the administration of the health benefits plan agreed to by the parties during the term of the collective bargaining agreement or due to any requirement imposed by state or federal law.

Plan B will be a qualified High Deductible plan eligible for Health Savings Account (HSA) and Plan C will be ~~a qualified High Deductible plan~~ eligible for Health Reimbursement Arrangements (HRA).

Employees enrolled and participating in a qualifying (HSA)/Plan B, may elect an annual seven-hundred fifty ($750) dollar District contribution for the duration of this contract.

Employees enrolled and participating in a qualifying (HRA)/Plan C, shall receive an annual seven-hundred fifty ($750) dollar District contribution for the duration of this contract.

<u>**The District retains the right to provide premium relief for employees at any time.**</u>

B. Dental, Vision and Audio Plan

Dental, Vision and Audio (DVA) coverage is an optional plan that is available to all employees at an additional cost. The DVA Base-Employee Contribution is equal to 20% of the projected plan cost for dental, vision and audio coverage. The employee contribution is as follows:

Plan	***% of Base Employee Contribution***
Employee Only	75%
Employee + Spouse or Employee + Child(ren)	100%

Employee + Family	125%

For part-time employees, the District's contribution rate is prorated based on the part time employee's FTE and as such, the contribution rate is two (2) times the full-time employee rate.

Shared-time employees are considered part-time employees, therefore, pay the employee cost for medical and dental, vision, and audio (DVA) at the part-time employee rate.

The district costs for medical and DVA for shared-time employees will not exceed the total cost for these benefits for one full-time teacher. The employer's cost for the second shared-time teacher will be paid by the shared-time teachers.

Article 14.1 - Dues and Payroll Deductions

Employees who desire to have dues or fees, as specified in this Agreement, deducted from the pay to which they would otherwise be entitled, and to have those funds paid to the ESSA, shall authorize such payroll deductions by executing a check-off on a form mutually agreed to by the parties to this Agreement. Upon receiving such authorization, the District shall make the deductions so authorized and promptly forward these deductions to the ESSA. No other employee organization shall be accorded payroll deduction privileges with regard to the District education support employees. The ESSA shall immediately notify the District in writing of any decrease or increase in authorized dues or fees to be deducted. The District shall make the appropriate adjustment in payroll deductions upon receipt of the employee authorization for the change. Should an employee temporarily be in an unpaid status, the District shall continue to account for the dues arrearage and shall make the deduction from the employee's pay upon return to paid status. An employee who wants to establish a repayment plan must contact the payroll office. The District shall remit employee-authorized ESSA deductions to the duly authorized representative of the ESSA, together with a list of names of the employees from whom payroll deductions are made. The ESSA agrees to hold the District free from all liabilities in connection with the collection of dues or fees, except that the District shall be held to the exercise of ordinary diligence and care in the transmittal of the monies to the ESSA.

The ESSA, as the exclusive representative of all the members of the bargaining unit, shall represent all such persons fairly and equally.

No person shall be required to join the ESSA, but membership in the ESSA shall be made available to all persons who apply consistent with the ESSA constitution and bylaws. No person shall be denied ESSA membership for any unlawful discriminatory reason.

~~Persons to be employed in the bargaining unit shall be informed by the District of their obligation to go to the ESSA Business Officer within ten (10) workdays of their date of employment.~~ The District shall provide the ESSA notification of new employees within five (5) workdays on a standard form provided by the District. The District will also provide notice to ESSA on those members who are separating from employment.

Completed Dues Forms shall be forwarded to the District’s payroll office.

Article 15 – Wage and Related Information

In addition to earned steps:

2026 - 2027: $2000 one-time non-recurring payment prorated based on FTE.

2027 - 2028: $2500 one-time non-recurring payment prorated based on FTE.

2028 - 2029: $2000 one-time non-recurring payment prorated based on FTE + 1% salary increase.