



NEGOTIATED AGREEMENT BETWEEN  
NOME CITY SCHOOL DISTRICT BOARD OF EDUCATION  
(BOARD)  
AND

NOME EDUCATION SUPPORT PROFESSIONALS ASSOCIATION  
(NESPA)

July 1, 2019 to June 30, 2022

  
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Brandy Arrington, President  
Nome Public Schools Board of Education

  
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Kathryn Osborn, President  
Nome Education Support Professionals Association

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## **ARTICLE I- DEFINITIONS**

1. Agreement: This document and the provisions contained therein setting forth terms and conditions of employment.
2. Association: is the Nome Education Support Professional Association or NESPA.
3. Association President: The President of the Association or the President's designee.
4. Board: is the school board of the District.
5. Confidential/Exempt employee: An employee who assists and acts in a confidential capacity to a person who formulates, determines, and effectuates management policies.
6. Date of receipt: The date of receipt of hand delivered, registered mail, certified mail or receipt of an email.
7. Day: A calendar day except as may otherwise be specified in the Agreement.
8. District: is the Nome Public School District, Nome City School District, or Nome Public Schools.
9. Extended family: A grandchild, grandparent, aunt, uncle, spouse's parents, brother/sister-in-law, nieces and nephews.
10. Grievance: Shall mean a claim of an alleged violation, including misapplication or misinterpretation, of this agreement by the District.
11. Grievant: shall mean an employee, a group of employees, or the Association filing a grievance.
12. Immediate family: A spouse; father and son or daughter (including step, foster); mother and son, or daughter (including step, foster); brother and sister.
13. Probationary Period: Shall extend for 90 work days. A probationary employee may be dismissed at any time during the probationary period at the discretion of the Superintendent for any cause deemed to be adequate.
14. Superintendent: The Superintendent of the District or their designee.

## **ARTICLE II- RECOGNITION**

- A. The Nome Education Support Professional Association (NESPA) is recognized by the Board as the exclusive bargaining agent for the Classified Employees/Education Support Professionals of the District. The following employees are excluded:
1. Management, supervisory and confidential employees - These staff have routine access to files and/or information that could create a conflict in the collective bargaining process. Currently, these job titles are: Business Manager, Facilities Director, Human Resources Manager (formerly Personnel Officer), Board Secretary/Administrative Assistant, IT Director, and IT System Administrator. Additional job titles may be added in the future.
  2. Temporary employees.
- B. This Agreement when ratified by the Board and the Association shall constitute terms of a negotiated contract between the Association and the Board specifying certain provisions for compensation, benefits and working conditions as set forth herein for Classified Employees/Education Support Professionals of the District.

## **ARTICLE III- AGREEMENT**

- A. SCOPE OF AGREEMENT: This Agreement is the sole and complete agreement between the Board and the Association and, as such, it is understood by both parties that no further negotiations concerning this specific agreement shall take place, except by mutual consent, until after January 1 of the fiscal year in which this Agreement terminates for the purpose of negotiating a successor Agreement.
- B. DURATION: This Agreement, and each of its provisions, is binding and effective on the date of ratification by both parties and will be effective from July 1, 2019 to June 30, 2022.
- C. CONFORMITY TO LAW: If any article or part of this Agreement is held to be contrary to law by a court of competent jurisdiction, or if compliance with or enforcement of any Article or part should be restrained by such court, the remainder of the Agreement shall not be affected thereby. The parties to this Agreement will meet within twenty (20) days of such holding to resolve the original intent within the parameters established by law. Any resolution agreed to by the parties will be signed and shall become addendum to this Agreement.

## **ARTICLE IV- NEGOTIATIONS**

- A. PROCEDURE
1. Negotiations may be requested by either party on wages, hours, and working conditions with such request being made between January 1 and March 15 of the school year during which the Agreement expires. Said notice shall be deemed to have been given when presented in writing and post marked by March 15 by return receipt requested or hand delivered from the Board President to the

Association President or from the Association President to the Board President or emailed between parties. If either party gives written notice within the period specified, the expiration date of this agreement shall automatically be extended one (1) year.

2. The first meeting shall be held within twenty School (20) days after the receipt of the negotiations request at a place and time mutually acceptable by both parties. At this first meeting, ground rules will be established. Ground rules shall include the bargaining model to be used. A collaborative model may be selected. If traditional bargaining is selected at this meeting each side has twenty (20) days to submit its proposals to the other party.

**B. NEGOTIATING TEAMS**

1. A minimum of two (2) and no more than five (5) designated representatives of the Board will meet with a minimum of two (2) and no more than five (5) representatives of the Association for purposes of negotiation. Neither party will attempt to exert any control over the other's selection of its representatives.
2. The negotiations will be open unless both parties mutually agree to close the sessions. Consultants may be used as recognized experts to address a specific proposal or item under consideration by the parties.

**C. MEDIATION:** Mediation shall be conducted as provided by State Statutes (AS 23.40.190).

**D. RATIFICATION:** The Agreement will be ratified when a majority of both the Board and Association have voted to accept the Tentative Agreement.

**ARTICLE V- ASSOCIATION RIGHTS**

**A. MEMBERSHIP PAYROLL DEDUCTIONS:** The District shall deduct Association member dues for those employees requesting payroll deductions, beginning October 15<sup>th</sup> of each year in equal installments for pay periods through May 31<sup>st</sup> of the same school year.

Upon submission of an initial payroll deduction authorization form, payroll deductions of dues shall continue from year-to-year unless the Association member terminates, notifies the Association of a change in membership status, or submits a notice to the District rescinding his or her request for payroll deduction. The Association President shall inform the District in writing by September 15 of each year of the amount of annual dues to be deducted, and provide a copy of dues withdrawal authorizations for each new employee.

**B. COMMUNICATION:** The District will make available to the Association President a copy of the forthcoming Board meeting agenda and public information packet.

- C. **USE OF SCHOOL FACILITIES:** The Association may have the privilege to use school meeting facilities at reasonable times (e.g., outside the work day and lunch) when not otherwise needed for District or school use. No such meeting will be held which requires employees to leave their duty stations prior to the end of the normal working day. The Association shall pay for the reasonable cost of all charges to the District incident to such use. The administrator of the building in question shall be notified no less than twenty-four (24) hours in advance of the time and place of all meetings. The Association shall be permitted to post notices and other materials in places designated by the District for such purposes in school facilities.
- D. **EQUIPMENT:** The Association will be granted the use of the business machines of the District at reasonable times (e.g., outside the work day and lunch) when such equipment is not otherwise in use, provided, however, that the use of the school administrator's computer, and any computers or other equipment located in administrator offices shall not be permitted. The Association shall furnish paper and supplies related to such use, and shall pay the cost of all phone, fax, or other charges incident to such use at the time of use.
- E. **MAIL:** The Association shall have the right to post notices of activities and matters of Association concern in areas designated by the District for such purposes in each building or facility to which bargaining unit members are assigned. The Association shall have the right to use the inter-district mail system and mailboxes where available at each school. The District shall not be responsible for distribution of Association communications, or liable for any loss, damage or delay related to use of the mail system or mailboxes. All Association communications shall be clearly labeled as such and shall be distributed by an Association representative outside of working hours. The Association shall be responsible for any postage or other costs incident to such use.
- F. **ASSOCIATION LEAVE:** The Association shall be entitled to a total of five (5) days per calendar year of paid Association leave for its members. Association leave will be used at the discretion of the Association for members to attend official NEA-AK or NEA functions and training. In a negotiation year, additional days may be provided by mutual consent between the District and the Association for participating in negotiation sessions during the work day. Forty-eight hours written notice of the need for leave shall be given to the employee's immediate supervisor for approval.
- G. **POLICY MANUAL:** The District shall notify the association of any proposed changes to the Classified Employees' Policy Manual prior to action by the Board. The Classified Employees' Association shall have the right to review the changes which deal with Classified Employees policy. The District shall make a policy manual available for review by classified personnel at the employee's request during the regular working hours.

## **ARTICLE VI—GENERAL WORKING CONDITONS**

- A. **VOLUNTEER TIME:** Classified Employees who have successfully completed the probationary period will be allowed to volunteer in the schools or in a school age child

related activity up to four (4) hours per month, with pay. This will not interfere with the employee's workload and will be at the discretion of the immediate supervisor. This leave must be requested in writing and absences documented accordingly on the employee's time sheet.

- B. CALL OUT: When an employee is called back to work after the completion of a regular shift, the employee shall be paid for such hours worked at the appropriate overtime rate. If the employee is called back to work, the employee is entitled to a minimum of two (2) hours pay at the appropriate overtime rate. If the hours worked exceed two (2) hours, the employee shall be entitled to overtime pay for all such hours worked.
- C. PAY PERIODS: Classified payroll shall be semi-monthly with the pay periods to be first to fifteenth and sixteenth to month end. Paydays are the last business day on or preceding the 15th of the month and the last business day of the month. Under this system there will be approximately a two-week delay between submission of time sheets and distribution of paychecks. Time sheets will be due the first business day following the end of each pay period.
- D. PHYSICAL/PSYCHOLOGICAL EXAMINATION: All Classified personnel are required to file medical examination forms according to Alaska State Statute 14.30.075 and School Board Policy 4212.4. The District may require a physical or other examination at any time. The District will reimburse the employee for the basic required physical or psychological examination upon receipt of a reimbursement request, which shall have attached proof of payment. Costs in excess of Norton Sound Health Corporation basic charges will not be reimbursed. At the Superintendent's discretion, a classified employee whose normal employment does not put them in direct contact with school children may be exempt from the physical examination requirement of this section.
- E. JOB DESCRIPTIONS: The District shall prepare job descriptions for all positions. A current copy of all job descriptions within the bargaining unit will be provided to the Association upon request.
- F. OVERTIME AND SHIFT DIFFERENTIAL:
  - 1. SHIFT DIFFERENTIAL: All employees whose workday starts at the beginning of or during a scheduled swing shift between the hours of 4:00 p.m. and 11:00 p.m. are entitled to an additional sixty (60) cents per hour for all hours worked in each such shift. All employees whose workday starts at the beginning of or during a scheduled graveyard shift between the hours of 11:00 p.m. and 4:00 a.m. are entitled to an additional eighty (80) cents per hour for all hours worked in each such shift.



2. All overtime, holiday work, and shift differential time must be pre-approved by supervisor.

G. **LONGEVITY BONUS:** Classified employees of the District shall accrue Longevity bonus benefits equal to two (2) days for each calendar year of service to the District. Only employees with five (5) or more years of continuous service will be eligible to receive this payment. Upon completion of five (5) years continuous service, payment will be made on the December 15 immediately following and each December 15 thereafter as long as continuous service remains. The maximum payment of \$5000 will remain in place for the first year. Payment will be subject to all required state and federal withholdings.

Longevity Bonus Calculation Example:

An employee has a hire date of January 3, 2012 and has continuous service with the District. This employee obtains 5 years of service on January 3, 2017. On December 15, 2017 this employee qualifies for Longevity Bonus payment of 10 days wages (5 years total continuous service multiplied by 2 days for each year) at their current daily rate, up to a maximum of \$5,000. The following year on December 15, 2018, this same employee would qualify to receive a longevity bonus payment of 2 days wages for the additional year of work from January 3, 2017 through January 3, 2018; the following year on December 15, 2019, he or she will be entitled to receive a longevity bonus payment of 2 days wages for the additional year of work from January 3, 2018 to January 3, 2019, and so on and so forth. Longevity bonus payments are not compounded.

H. **WELLNESS:**

1. A classified employees and his/her immediate family may use the equivalent of a 90-punch pool pass per year.
2. To further promote wellness the District agrees to provide use of school gym and weight room facilities for wellness activities for classified employee and their immediate families. No family member may access school facilities without the supervision of the classified employee.
3. The activities in the schools must be pre-approved by the site administrator and scheduled through the appropriate person for each school.
4. The employees agree to follow the established building use procedures which include restoring the environment and securing the building, and to post a classified employee use schedule in the classified employee's workroom to encourage others to join in their activities.
5. The privilege may be revoked for those users not in compliance with the procedures.

I. **MILEAGE REIMBURSEMENT:** Mileage shall be reimbursed at the current IRS rate per mile for those employees using personal vehicles for district business.

- J. SCHOOL CLOSURE: In the event of a school closure due to weather, Classified Employees will be treated the same as certificated staff.
1. If the school is closed for the whole day, and the day is forgiven by the Department of Education, Classified Employees will receive full pay for that day without having to make it up or take leave.
  2. If school is closed for the whole day and that day is to be made up, Classified Employees must either make up the day or take leave. If the make-up day is only a minimum day, a Classified Employee will receive a full day pay or be docked a full day leave dependent on whether or not they work on the make-up day.
  3. If the school closure is for a partial day (either a late start or early dismissal has been ordered) the Classified Employee is required to work only those hours school is in session but will receive a full day pay.
  4. Since most school closures occur because of weather or some mechanical failure of the heating system or other life/comfort support system, Maintenance Personnel are required to be at their work stations to remove snow, open fire lanes or to restore mechanical systems. The language contained in the SCHOOL CLOSURE section will be applied, or not applied, to the Maintenance Personnel on a case-by-case basis.
- K. EVALUATIONS: Employees will be evaluated annually by their supervisor of Record, as designated by the Superintendent or his/her designee. Employees will have five working days to respond to an evaluation in writing. No written response will be a representation of agreement with the evaluation. The written responses to an evaluation will be placed in the Employee's personnel file with the evaluation.
- L. PERSONNEL FILES: An employee (or designee with the employee's written authorization) may inspect his or her permanent personnel file by appointment and, upon request, will be provided one (1) copy of said contents. Personnel file review must take place in the presence of the personnel file custodian. Any materials placed in the personnel file which is derogatory to an employee's conduct, character, or personality, shall be filed with documentation reflecting that the employee has had the opportunity to read and initial the material. The employee shall have the right to make a written statement relative to the derogatory materials placed in the file within five (5) workdays of receiving notice of the derogatory material. Any such written statement will be placed in the file with the derogatory material.

## **ARTICLE VII—DISCIPLINE**

- A. JUST CAUSE: The District may discipline for just cause as described in Board Policy 4218. The grounds for disciplinary action will be presented to the employee in accordance with Board Policy.
  
- B. RESPONSE TO DISCIPLINE: Any bargaining unit member who takes exception to a written disciplinary action may submit a written response to the District's Human Resources Manager, with a copy to his/her immediate supervisor, within five (5) work days, which will be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration. A bargaining unit member who files an exception shall not be precluded from also seeking resolution through the grievance procedure.

## **ARTICLE VIII—LEAVE AND HOLIDAYS**

- A. PAID HOLIDAYS: For those employees required by their supervisor to work on any holiday recognized by the Board as a legal holiday he/she will be paid at their normal rate of pay and shall be compensated at the overtime rate for the actual hours worked. Employees must be in a pay status (not leave without pay) the work day before and the work day after a holiday in order to receive holiday pay. The paid legal holidays are:
  - 1. New Year's Day
  - 2. Memorial Day
  - 3. Independence Day
  - 4. Labor Day
  - 5. Thanksgiving Day
  - 6. Day after Thanksgiving Day
  - 7. Christmas Eve Day
  - 8. Christmas Day.
  
- B. PERSONAL LEAVE: Personal Leave with pay consisting of up to three (3) days per year will be granted to a permanent seasonal (school term) Classified Employee. For those employees hired after the start of the school year, personal leave will be pro-rated. Personal leave shall be limited to no more than ten (10) days accumulation. Personal leave will be paid only to employees filling a permanent seasonal position. Application for personal leave is made to and granted by the Superintendent. Unused personal leave at termination of employment has no cash value. Leave Without Pay is unavailable while employees have a Personal Leave balance.
  
- C. ANNUAL LEAVE -- PERMANENT FULL-TIME EMPLOYEES: Permanent full-time twelve (12) month Employees of the District shall accrue one and one-half (1 ½) days paid annual leave per month worked for the first twenty-four months of employment. Following an employee's second anniversary of employment with the District, the accrual rate shall be adjusted to credit an additional leave day for the year. This schedule of increasing the

accrual rate for annual leave shall continue until the employee accrues a maximum of thirty (30) days of annual leave per year. Annual leave shall only accrue for periods when the employee is on pay status and will be pro-rated accordingly. Leave Without Pay is unavailable while employees have an Annual Leave balance.

Notwithstanding the foregoing, Classified Employees who, as of July 1, 2018 had accrued 25 days of annual leave shall remain at that level of leave accrual until they reach ten years of service, at which time the employee's leave will be calculated as set forth above. Example, an employee who was entitled to 25 days of leave as a five-year employee as of July 1, 2018, will continue at that level of leave accrual until he or she reaches ten years of service, at which time that employee's leave accrual will increase to 26 days. Employees who had accrued 28 days of annual leave as of July 01, 2018, shall remain at that level of leave accrual until they reach thirteen years of service, at which time the employee's leave accrual shall increase at the above rate. Employees who had accrued 34 days of annual leave as of July 1, 2018 will be allowed to continue.

Except in the case of emergencies, an employee must provide a minimum of twenty-four (24) hours notice of a desire to take annual leave to his or her supervisor in charge of approving leave as determined by the District. The employee may take leave at times mutually agreed upon between the employee and his/her supervisor. Should a supervisor deny a request for annual leave that is made at least one (1) week in advance of the requested leave, the employee, if he/she so desires, may appeal the supervisor's denial to the next highest authority in the District. Such appeal procedure shall end at the Superintendent level.

1. There shall be no accrual of annual leave during any monthly pay period during which an employee is absent without approved leave.
2. Accrued leave will not be available for use until the classified employee has successfully completed his/her (90) ninety-day probationary period.
3. An employee appointed for a position of a temporary nature (duration of fewer than twelve (12) consecutive months) or appointed for a part-time position shall not accrue leave credit.
4. Each department head shall establish such policies and procedures as are necessary in the school to assure that all employees are able to schedule and take accrued annual leave.
5. Each employee shall take at least 1/2 of their annual accrual during each calendar period beginning July 1 and ending June 30. It is the responsibility of each department head to assure that each employee is given the opportunity to use this leave.

6. Any employee provided the opportunity to use at least 1/2 of their annual accrual and who does not use this leave, shall have the unused portion deducted from the employee's leave balance.
7. Annual leave accrued but not used, shall accumulate to a maximum of not more than sixty (60) days on July 1 of any calendar year. Unused leave in excess of the maximum at the close of business on July 2 of any calendar year shall be cancelled.
8. Employees who have in excess of twenty (20) days of annual leave shall, upon written request to the superintendent, receive payment for accrued but unused annual leave up to a maximum of fourteen (14) days in any calendar year. Additional days may be granted in demonstrated hardship cases. The employee's leave balance shall be reduced by the number of days for which payment is made. Such withdrawal shall not eliminate the employee's obligation to use 1/2 of their annual accrual leave per calendar year, nor shall the days withdrawn take the place of the days of annual leave, which the employees are required to take. If the employee does not request annual leave or chooses to not take the mandatory leave, the untaken portion of 1/2 of their accrued mandatory leave required in item #5 will be deducted from the leave balance without payment.
9. The maximum payment amount of annual leave that may be cashed out upon termination, resignation, or retirement is \$10,000. Employees hired prior to July 1, 2003 and with annual leave accrual amounts in excess of \$10,000 as of June 30, 2003, shall be capped at their June 30, 2003 annual leave accrued dollar amount. Payment will be made upon termination, based on the employee's current annual leave balance, in an amount not to exceed \$10,000, or the amount established on June 30, 2003, whichever is greater.
10. Request for use of Annual Leave of (3) three days or less requires (48) forty-eight hours notice for approval. Request for use of more than (3) three days of annual leave requires (2) two weeks notice for approval. In case of emergency, exceptions to both may apply.

D. **SICK LEAVE:** Permanent Full-time & Seasonal Full-time employees are entitled to paid sick leave benefits. Sick leave is accrued each pay period as follows:

- i. Employees normally working 7.5 hours per day will accrue five (5) hours of sick leave per pay period.
- ii. Employees normally working 7.0 hours per day will accrue 4.65 hours of sick leave per pay period.
- iii. Employee normally working 6.5 hours per day will accrue 4.35 hours of sick leave per pay period.
- iv. Employee normally working 6.0 hours per day will accrue 4.0 hours of sick leave per pay

period.

1. Sick leave will accrue from the first (1st) day of employment.
2. Sick leave may be used when the employee is required to be absent from work due to the employee or the employee's immediate family member residing in the employee's household and for necessary medical, dental, audio, vision, and mental health examinations for the employee or immediate family member residing in the employee's household that cannot be scheduled outside of regular working hours. Elective medical treatment that can be scheduled during vacations or when school is out for the summer without substantial detriment to the employee, shall not be eligible for sick leave. If the employee's absence exceeds three (3) consecutive days, a physician's statement may be required.
3. Each year, employees with a minimum of twenty (20) days of accrued sick leave as of May 15 may exercise an option to be paid for up to fifteen (15) days at 50 % of the employee's current wage rate. The employee's sick leave balance after the cash out shall not go below ten (10) days. Requests for sick leave cash out must be made in writing. Payments will be made on or before June 30. Employees electing to cash out sick leave will be limited in their access to the sick leave bank to the limit of SLB allowances less any sick leave days cashed out in the previous four years.

Effective July 1, 2003, the full sick leave cash-out option was eliminated. Only individuals employed at the close of business on June 30, 2003 who had a sick leave balance of 240 or more hours will be eligible for this payment. The maximum payment is capped at the employee's June 30, 2003 accrued dollar amount. Payment will be made upon termination based on the employee's current sick leave balance, in an amount not to exceed the amount established on June 30, 2003. The employee must request this payment in writing.

4. Bereavement Leave: Bereavement leave may be used by an employee in the case of death or serious illness in the immediate or extended family. The leave used shall be charged to the employee's sick leave balance and is limited to five (5) days. It shall further be provided that if the circumstances of death or serious illness in the immediate or extended family requires travel outside the City of Nome, two (2) additional days shall be allowed.

## **ARTICLE IX—TRAINING**

- A. EDUCATION ASSISTANCE: To the extent possible and dependent on available funding the District will pay for training required to meet state and federal requirements.

## **ARTICLE X—INSURANCE**

- A. LIFE INSURANCE: The District will provide 100% premiums for permanent full-time and permanent seasonal employees for life insurance at the current level of \$10,000 and \$20,000 accidental death.
  
- B. HEALTH INSURANCE: Health insurance premiums for permanent full-time and permanent/seasonal employees will be paid for by the District. Eighty-five percent (85%) of insurance premiums shall be paid by the District. Fifteen percent (15%) of the premiums shall be paid by the employee. The District shall not be responsible for any additional costs associated with an employee's election of coverage beyond the percentage split identified above. If a committee is formed to review District Employee Health Plans, a Classified Employee representative will be given an opportunity to participate.

## **ARTICLE XI-- HIRING PRACTICES**

- A. JOB POSTINGS: Job postings will be done in District for (5) workdays prior to advertising outside the District. Permanent classified employees may be promoted to fill a vacant position if the position is at a higher range than that currently held by the employee.
  
- B. SUBSTITUTE EMPLOYMENT: The District will recognize classified employees that cover/substitute for another classified employee in a higher range for more than twenty (20) work days shall be paid at the higher rate for the specified time. This will be addressed on a case-by-case basis.
  
- C. REDUCTION IN CLASSIFIED STAFF WORK FORCE: When applicable, seniority shall be taken into consideration when conducting layoffs.
  
- D. REHIRE AFTER LAYOFF: Any bargaining unit member who has been laid off by the District shall be placed on a rehire list for a period of one year from the effective date of layoff. Notification of open bargaining unit positions shall be given to individuals on the rehire list by email or mail at the address on file with the District at the time of layoff, at least five (5) calendar days before the position is publicly posted. In the event an employee applies for the position of which they were notified under this section, salary placement shall be based upon applicable job experience and qualifications for the position.

## **ARTICLE XII—GRIEVANCE PROCEDURE**

- A. GENERAL PROVISIONS
  - 1. The grievant shall be entitled to be represented at all levels of the grievance procedure.
  
  - 2. An initial grievance shall be in writing, shall set forth with reasonable specificity the facts of the grievance, shall identify the provision(s) of the Agreement alleged

to have been violated, shall state the specific redress sought and shall be signed by the grievant.

3. The initial grievance shall be delivered to the grievant's immediate supervisor not later than twenty (20) days from the date that the grievant knew or should have known of the alleged violation.
4. The District shall not be obligated to accept, hear, render a decision upon, or provide any redress regarding a grievance not pursued in accordance with the provisions of this Article.
5. Except as otherwise may be provided in this Article, the Association, the District and any of the party shall each bear all of their own respective costs relative to their performance under this Article.

## B. PROCEDURE

### 1. Level One: Immediate Supervisor

Upon receipt of an initial grievance as provided under section A.2. above, the supervisor shall schedule a hearing to be held within five (5) regular workdays after receipt and shall notify the grievant not less than forty-eight (48) hours in advance as to the time and place of the hearing. The hearing decision shall be delivered within five (5) days after the date of hearing.

Appeal: The grievant may deliver an appeal through the Superintendent to level two within fourteen (14) days after the date of the hearing.

### 2. Level Two: Superintendent

Upon receipt of an initial grievance as provided under section A.2. above or an appeal as provided under C.1. above, the Superintendent shall schedule a hearing to be held within fifteen (15) days after receipt and shall notify the grievant not less than seventy-two (72) hours in advance as to the time and place of the hearing. The hearing decision shall be delivered within ten (10) days after the date of the hearing.

Appeal: The grievant may deliver an appeal through the Superintendent to level three within twenty (20) days after the date of the hearing.

### 3. Level Three: School Board

Within five (5) days after receipt of the Level Three Appeal, the Superintendent shall deliver the appeal to the Board President. The Board President shall schedule



a hearing to be held within fifteen ( 15) days after receipt and shall notify the grievant not less than seventy-two (72) hours in advance to the time and place of the hearing. The hearing decision shall be delivered within ten (10) days after the date of the hearing.

Appeal: The grievant may deliver an appeal through the Superintendent to Level Four within twenty (20) days after the date of the hearing.

4. Level Four: Binding Arbitration

Within five (5) days of the Level Four appeal, the Association shall deliver a request to the American Arbitration Association (AAA) to furnish a list of seven (7) available arbitrators. Within five (5) days after receipt of the list, the Superintendent and Association President shall meet, and after the flip of a coin to determine who shall be first, shall alternately strike names from the list until one (1) remains who shall be the arbitrator. If the arbitrator so selected is unable to serve, a second list will be ordered from AAA and the process repeated.

Schedule: The arbitration hearing shall be within sixty (60) days after the date of the selection of the arbitrator. The grievant and the Superintendent shall be notified not later than twenty (20) days in advance as to the time and place of the hearing.

5. Introduction of New Evidence - No new witnesses, testimony, or other evidence may be introduced at Level Three unless the Superintendent receives from the Association President, or vice versa, not less than ten (10) days prior to the hearing, written notice of the names of any new witnesses, the substance of any new testimony or other evidence, and copies of any new documents to be introduced. However, such notice shall not be required for rebuttal witnesses and evidence.

6. Rules - Except as may otherwise be specified under this Article, arbitration shall be conducted under the existing voluntary labor arbitration rules of the American Arbitration Association.

7. Decision - The arbitrator shall deliver the written decision to the Superintendent and the Association President within forty-five (45) days after the close of the hearing. The arbitrator shall make no decision that is contrary to Alaska law or this Agreement, nor shall the arbitrator have the authority to add to, subtract from, disregard, alter, or modify any provisions of this Agreement. Furthermore, the arbitrator shall not have the power to change any practice, policy, or rule of the District nor to substitute the arbitrator's judgment for that of the District as to the reasonableness or appropriateness of such practice, policy, or rule except as it may directly pertain to the specific grievance. In an award with a retroactive

effect, the award may not have effect beyond the beginning of the contract year during which the grievance was filed. In rendering the decision, the arbitrator shall give due regard to the rights, powers, and responsibilities of the District under law and this Agreement and to the rights and privileges extended to the employees and the Association under law and this Agreement.

8. Restriction on Appeal - The decision of the arbitrator shall be final and binding upon the parties and no appeal may be taken except under the express provisions of Alaska law for appeals of arbitration decisions.
9. Expenses - The expense of acquiring the list of arbitrators, as provided in section B.4 above and the expenses charged by the arbitrator shall be borne equally by the District and the Association.

### **ARTICLE XIII—WAGES AND CLASSIFICATION**

#### **A. GENERAL PROVISIONS:**

1. New hires shall be placed on the wage range designated for the job description into which they have been hired.
2. Step placement shall be made by the hiring supervisor, with the approval of the Superintendent. The placement must be based on the employee's skills and qualifications, as documented by the employee's skills and qualifications, as documented by the employee's application materials and explained on the Request to Hire form.
3. Employees being transferred or promoted to a different job description shall be moved to the wage range of the new position; step placement shall be determined by the hiring supervisor, per #2 above.
4. Salaried exempt positions shall be given an employee contract, which notes the exempt status and any other terms unique to that position. These positions will also be tied to the wage schedule, for purposes of annual wage increases, with the exception of the Business Manager, Facilities Director, and Personnel Officer positions.
5. Employees may be considered for promotion to a higher level job description (example: Custodian I to Custodian II), either when a person in that higher job description is needed and a staff member with exceptional performance has been identified, or when exceptional performance indicates that an employee is fulfilling the duties of the higher job description. Step placement shall be made by the hiring supervisor, with the approval of the Superintendent.

#### **B. JOB CLASSIFICATIONS/RANGE PLACEMENT.** The following Placement Schedule is subject to administrative review and change.

RANGE A  
Tutor  
Cook I  
Custodian I  
Temporary Maintenance Laborer (less than 6 months)

RANGE B  
Cook II -Lead Cook  
Secretary I  
Purchasing and Inventory Clerk

RANGE C  
Secretary II  
Custodian II-Lead Custodian  
Bilingual Instructor  
Special Education Administrative Assistant  
Teacher Aide

RANGE D  
Title I Aide  
Systems Technician I  
Special Education Paraprofessional  
Assistant Librarian  
Cook II/Food Service Manager (non-supervisory)

RANGE E  
Secretary III  
Systems Technician II  
Technology Aide  
District Office Administrative Assistant

RANGE F  
Payroll Clerk  
Systems Technician III

RANGE G  
AP/Purchasing Specialist

RANGE H  
Maintenance Systems Foreman (non-supervisory)

RANGE I  
Technology Specialist  
Program Coordinator I  
Assistant Business Manager

RANGE J  
Program Coordinator II

RANGE K  
Social Worker  
Information Technology Systems Administrator

*Business Manager, Facilities Director, Human Resources Manager, Technology Director, IT Sys  
Admin negotiated contract/exempt*

C. WAGE SCHEDULES

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	17.44	18.19	18.93	19.67	20.42	21.16	21.90	22.64	23.39	24.13	24.87	25.62
B	18.66	19.46	20.26	21.05	21.85	22.64	23.44	24.24	25.03	25.83	26.62	27.42
C	19.96	20.81	21.66	22.51	23.35	24.20	25.05	25.90	26.75	27.60	28.45	29.30
D	21.36	22.27	23.19	24.10	25.01	25.92	26.84	27.75	28.66	29.57	30.49	31.40
E	22.86	23.83	24.81	25.78	26.76	27.74	28.71	29.69	30.67	31.64	32.62	33.59
F	24.52	25.57	26.62	27.67	28.72	29.77	30.83	31.88	32.93	33.98	35.03	36.08
G	26.26	27.39	28.51	29.64	30.76	31.89	33.01	34.14	35.26	36.39	37.51	38.63
H	28.16	29.38	30.60	31.82	33.04	34.26	35.48	36.70	37.92	39.14	40.36	41.58
I	30.16	31.43	32.70	33.98	35.25	36.52	37.80	39.07	40.34	41.62	42.89	44.16
J	32.17	33.45	34.72	35.99	37.27	38.54	39.81	41.09	42.36	43.63	44.91	46.18
K	34.29	35.57	36.84	38.11	39.39	40.66	41.93	43.21	44.48	45.75	47.03	48.30

Beginning in Fiscal Year (FY) 2020 (FY20) School Year (SY) 19-20 (SY19-20) – After Employees receive pay at Step 12 for a full year they shall receive a one percent (1%) increase to their hourly wage. This one percent (1%) increase shall occur annually thereafter.

Example 1: an employee who received Range D, Step 12 with hourly pay of \$31.40 for the entire year preceding SY19-20 shall receive the one percent (1%) increase and an hourly wage of \$31.71 effective the beginning of SY19-20.

Example 2: an employee began receiving Range D, Step 12 with hourly pay of \$31.40 on 01 April 2019. This employee shall receive the one percent (1%) increase and an hourly wage of \$31.71 beginning 01 April 2020.

The District shall pay a Rural Differential Stipend on May 31st for each identified FY below. The District shall distribute this benefit equally amongst all classified staff who are employed for the entire school year. Employees must receive paychecks for the entire SY, as appropriate for their job classification, to qualify for this benefit. Employees who begin their employment after the first student day of School will not qualify for this stipend until the next SY. The Rural Differential Stipend payments are subject to retirement (PERS eligible) and shall count towards retirement calculations. The schedule for the Rural Differential Stipend for each FY / SY is:

FY20 / SY19-20 - \$35,000

FY21 / SY20-21 - \$30,000

FY22 / SY21-22 - \$30,000

The Rural Differential Stipend payments provided for herein are for the term of this contract only and will not become part of the status quo in the event a successor agreement is not ratified by June 30, 2022.

**Nome Public Schools**  
**Classified Employees**  
**Sick Leave Bank Guidelines**

1. Initial membership in the bank shall be established by an initial investment of one day.
2. Days shall be invested on a non-refundable basis by voluntary action of any employee covered by this agreement who wishes to participate in the sick leave bank. The one-day deduction for membership to the bank will not be made until the participant has successfully completed probation (90 days from date of hire).
3. Deadline for admission into the bank shall be 30 days from the end of the probationary period.
4. When the accumulated balance of days in the bank falls below a figure equal to half the number of participants in the bank, each member shall automatically donate one additional day.
5. Participants in the bank shall be eligible to draw from the bank not more than twice the number of days of sick leave the employee has accumulated at the beginning of the school year of the illness up to a maximum of 25 days.
6. The sick leave records of an employee requesting days from the bank will be reviewed by the sick leave bank committee.
7. Participant's sick leave, personal leave, and annual leave balances must be exhausted before use of sick leave bank benefits start.
8. Sick leave bank days are available only for serious/catastrophic illnesses and injuries. Planned surgical procedures are not eligible. Normal pregnancies or maternity leave are not eligible for sick leave bank benefits.
9. A committee of three members representing the Association shall administer the bank.
10. Applications to withdraw days shall be submitted through payroll.
11. Forms and procedures shall be distributed by the Business Office.