

**COLLECTIVE BARGAINING AGREEMENT**

**GALENA CITY SCHOOL DISTRICT**

**AND**

**GALENA EDUCATION ASSOCIATION**

**(ON BEHALF OF THE DISTRICT'S TEACHERS)**

**EXPIRES JUNE 30, 2019**

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## AGREEMENT EXECUTION

WHEREAS, the representatives of the Board of the Galena City School District (*District*) and the representatives of the Galena Education Association (*Union*), have collectively bargained the terms and conditions of this Agreement covering the District's teachers; and

WHEREAS, the Union President (hereinafter Union President or designee) has certified in writing to the Superintendent (hereinafter Superintendent or designee) that this Agreement has been ratified by the affirmative vote of a majority of the District's teachers; and

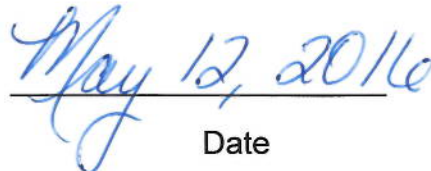
WHEREAS, the Board has ratified this Agreement by the affirmative vote of a majority of the Board at a duly convened public meeting.

THEREFORE, BE IT RESOLVED that the Board and the Union do hereby fully execute this Agreement by affixing hereto the signatures of the Board President and of the Union President.

  
\_\_\_\_\_, President  
Galena City School District Board

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_, President  
Galena Education Association

  
\_\_\_\_\_  
Date

## **100 MANAGEMENT RIGHTS**

The Board expressly retains all rights, powers, and duties to govern and manage the District except as may specifically be limited or abridged by this Agreement. For illustrative purposes and without in any way affecting the generality of the above statement, said management rights shall include but not be limited to:

- The determination of the mission, goals, objectives, programs, curriculum, budget, organization, staffing, and operation of the District including the means and methods for accomplishing same;
- The administration of the District, the operation of the schools, and the management and control of all District property;
- The establishment, combination, modification, elimination, classification, and reclassification of positions;
- The administration and supervision of all employees including but not limited to the recruitment, selection, appointment, assignment, reassignment, direction, evaluation, promotion, demotion, suspension, discipline, layoff, recall, and discharge of employees and the establishment of hours of work, duties, and working rules for employees; and
- The assignment to non-bargaining unit members or the contracting or subcontracting out of typical, customary, or generic work that has been or that could be assigned to bargaining unit members.

## **200 RECOGNITION**

The District recognizes the Union as the exclusive bargaining agent for the District's teachers (regularly contracted District employees who occupy positions for which Alaska teacher's certificates are required and whose primary duty assignments are to provide instructional, counseling, or library services to students).

## **300 SCOPE OF AGREEMENT**

This Agreement constitutes the full and complete agreement between the District and the Union and teachers and expressly supersedes any other agreement whether express or implied. This Agreement may be modified or amended only by written instruments duly executed by the authorized representatives of the District and of the Union. Any other attempt to modify or amend this Agreement shall be null and void.

#### **400 CONFORMITY TO LAW**

If any provision of this Agreement be found contrary to law by a court, agency, or tribunal having jurisdiction and enforcement powers over the District, and if said body orders the Agreement cured, such provision shall be invalid and unenforceable upon the exhaustion of any appeal, but all other provisions of this Agreement shall remain unaffected. Neither the District, the Union, nor the teacher shall be entitled to make any claim for damages as a result of any such tainted provision.

#### **500 DURATION OF AGREEMENT**

This Agreement shall become effective on July 1, 2016 and shall expire on June 30, 2019. Neither the District nor the Union shall be compelled to bargain regarding terms and conditions of employment to be effective during the term of this Agreement.

#### **600 DISTRIBUTION OF AGREEMENT**

Upon full ratification, the District shall electronically post a copy of the Agreement on the District Website within ten (10) calendar days.

#### **700 BARGAINING FOR A SUCCESSOR AGREEMENT**

Either the Superintendent or the Union President may inaugurate bargaining for a successor agreement by giving written notice to the other to be received between January 10 and January 20 inclusive immediately preceding the expiration date. If neither party gives written notice within the period specified, the expiration date of the Agreement shall automatically be extended one (1) year.

Within twenty (20) workdays after the date of the notice, the party shall provide the other with a complete proposal of all items the party wishes to bargain. Bargaining shall commence within twenty (20) workdays after receipt of the moving party's proposal at a date, time, and place mutually agreed upon. At the opening session, the moving party shall be provided with a copy of the other party's complete proposal.

In the event of an impasse requiring advisory arbitration, the arbitrator shall be selected in the manner provided under Article 2111.

When agreement is reached, the Union shall promptly submit it to the teachers for ratification. Once the Union President has certified in writing that the teachers have ratified the agreement, the Superintendent shall promptly submit it to the Board for ratification.

## **800 STRIKES AND LOCKOUTS**

The Union and each teacher agree that while this Agreement is in effect and until impasse occurs in the bargaining for a successor agreement, the advisory arbitration process is completed, and a subsequent strike vote has been certified by the Alaska Labor Relations Agency, there shall be no strike, work stoppage, walk out, slow down, sick out, picket, or other concerted job action that interferes with the normal operations of the District. Notwithstanding, work-to-rule and strictly informational picketing outside the teacher work day and off District property which does not interfere with the normal operations of the District shall not be prohibited.

While this Agreement is in effect, the District shall not lockout any teachers.

## **900 CERTIFICATION**

### **901 Teacher's Certificate**

The teacher shall hold a valid Teacher's Certificate as required under Alaska law and shall promptly file a copy thereof with the Superintendent.

Should the teacher's certificate expire during the work year, the teacher shall be placed on leave without pay as a teacher and placed on non-certificated substitute status for up to nineteen (19) working days or until the certificate is renewed, whichever occurs earlier. If the certificate is not renewed by the end of the nineteen (19) days of leave, the teacher's individual contract shall be terminated without liability to the District. Subsequent renewal of the certificate shall not entitle the teacher to automatic reappointment as a District teacher.

### **902 Medical Certificates**

Upon initial appointment, the teacher shall have a medical examination as required by the District, with certificates thereof being filed with the Superintendent to be received prior to entry on duty. Physical examinations are required every three years after the initial examination, with the certificate thereof being filed with the Superintendent to be received

not later than the anniversary date of the prior examination. Upon written notice of noncompliance, the teacher who fails to file the required certificate within three (3) days after the date the notice is received shall be placed on leave without pay until the certificate is received.

## **1000 INDIVIDUAL TEACHER CONTRACT**

The teacher shall be provided an individual teacher contract pursuant to applicable Alaska law. Termination of the contract without the consent of the District shall be deemed to be a breach of contract if that termination occurs more than thirty (30) days after the date the teacher executes the contract. In such event, the District may require the teacher to pay, as liquidated damages, an amount equal to five (5) days' pay at the daily rate as provided under the breached contract, which amount may be deducted from any compensation otherwise owed to the teacher for services performed prior to the date of the breach.

## **1100 INSURANCE**

### **1101 Coverage**

The District shall provide the school employees health insurance fund remuneration in the amount of \$1,500,000.00 (FY17), \$1,550,000.00 (FY18) and \$1,600,000.00 (FY19) pro-rated monthly for each year of the agreement. This amount will be held static only to be adjusted due to school district initiated increased employee number. Should additional employees be hired then the amounts will be adjusted up accordingly. In addition, all employee and board member contributions will be deposited into the health insurance fund.

The school employees will be served by an insurance committee consisting of three certified staff, appointed by the association, up to two classified staff appointed by the association, one administrator, and one school trustee. The committee will explore types of coverage, deductibles and group membership with consulting services supported by the school district. The committee then will be responsible to examine policy and coverage options, making recommendations to members and approving changes and making decisions regarding all aspects of insurance benefits. Dollar amounts used below the figure noted will be placed in an "employee insurance trust" to be administered by the guide of the insurance committee. A monthly accounting will be transmitted to the Union President.

The "District" will support the administration and expense of any committee approved "cafeteria" plan up to a limit of five dollars per participating employee month. For the teacher continuing employment from year to year, coverage shall continue during the summer vacation. When the teacher terminates employment, coverage shall cease the last day of the month during which the termination is effective.

For payment of premiums by payroll deduction, the teacher may elect such supplemental coverage's as are made available to the District's employees by the group employee insurance carrier(s).

### **1102 Other Terms and Conditions**

The specific terms and conditions of coverage shall be governed by the insurance contracts and policies in force. Any disputes regarding claims shall be between the insured and the carrier, and shall not involuntarily involve the District or create any liability for the District whatsoever.

## **1200 LEAVE**

### **1201 Personal**

The teacher shall accrue compensated personal leave at the rate of one fourth (1/4) day for each period of fifteen (15) paid days during the work year, not to exceed three (3) days accrual per work year. Teachers shall earn 3 paid personal days per school term. There shall be no partial day accrual for a period of fewer than fifteen (15) days. Up to seven (7) days of unused personal leave shall accumulate to the following year, with any excess days being paid off at the rate of one hundred dollars (\$100.00) per full standard work day. At the time of termination, unused personal leave shall be paid off at the rate provided above.

Except for a travel delay beyond the teacher's control, other bona fide emergencies, or upon the prior approval of the Superintendent, personal leave shall not be available during the first and last five (5) scheduled work days of the work year, tandem to a holiday or vacation period, or to more than two (2) teachers per school per day (to maximum of four (4) teachers per day). Notwithstanding, the Superintendent shall grant at least two (2) requests (on a first come, first serve basis) to use personal leave tandem to a given holiday for the purpose of subsistence hunting. Personal leave shall not be available if the District



determines that it might result in serious under staffing or other substantial adverse effects on the welfare of the District.

Personal leave may be used in anticipation of accrual. However, if more personal leave is used than is actually accrued, the teacher's final pay check shall be reduced accordingly. Request for personal leave shall be made to the supervisor not less than forty-eight (48) hours in advance. In the case of emergency, a shorter request period shall be allowed so long as the request is made at the earliest reasonable time.

### **1202 Sick**

The teacher shall accrue compensated sick leave at the rate of one and one third (1-1/3) days for each month the majority of which is served. Sick leave shall accumulate without limit. The teacher may use accrued sick leave without limit as to duration for the teacher's personal illness or injury, which necessitates absence from duty. The teacher may use accrued sick leave for the death, illness, or welfare of a person in the teacher's immediate family subject to limitations as to duration established by the District. (The foregoing summarizes certain rights of the teacher and the District under Alaska statutes and regulations. These provisions are not bargained, as they outline rights accorded under Alaska law. Instead, they are included herein for informational purposes. As such, disputes regarding these provisions shall not be subject to the grievance procedure notwithstanding any other provisions of this Agreement.) For the purposes of this paragraph, the immediate family shall consist of the teacher's child, parent, sibling (including the *in-law* derivatives of the foregoing), spouse, grandparent, grandchild, legal guardian, legal ward, and person living in the household. In the event of an absence involving three (3) consecutive work days, the District may require a written medical certificate from a licensed health care provider regarding the illness or injury. Additional certifications may be required at the District's expense.

Notice of the intended use of sick leave shall be given to the supervisor as far in advance as is reasonably possible.

Sick leave to be used in anticipation of accrual, with payback as necessary

### **1203 Other**

The teacher shall be entitled to such other compensated or non-compensated leave as may be required under Alaska law. Additionally, at the discretion of the District, the teacher may be granted compensated or non-compensated leave not specified in this article.

#### **1204 Leave Rights and Responsibilities**

A compensated leave shall not be considered a break in service except as it might affect the accrual of sick leave as provided above. An uncompensated leave of not more than twenty (20) days shall not be considered a break in service except as it might affect the accrual of sick and/or personal leave as provided above. The teacher's District-provided group insurance shall be terminated effective the twenty-first (21st) day of uncompensated leave except as may be required under the Alaska Pregnancy, Childbirth, and Family Leave Act.

For each period of leave, the teacher shall complete and sign a leave request/report form as required by the District. The reason(s) for the leave shall be stated with sufficient specificity for the District to verify conformity with the provisions of this article. By signing the leave request/report, the teacher certifies that the statements made thereon are true and correct.

Except under extenuating circumstances, the teacher shall provide the supervisor with satisfactory lesson plans to cover the anticipated period of the absence.

Except under extenuating circumstances that are reasonably beyond the control of the teacher, the teacher who uses a leave period for a purpose other than for which the leave was granted without the express prior written permission of the District, or the teacher who otherwise uses leave in a fraudulent manner, shall be subject to such penalties as may be permitted under Alaska law.

The teacher who applies for and is granted any type of uncompensated leave under this article expressly waives any and all entitlements or rights to unemployment compensation or benefits and agrees not to file for unemployment compensation or benefits for the leave period.

## **1205 Extended Leaves of Absence**

1. A certificated employee who has completed five (5) full years of certificated services as a District employee may at the discretion of the Superintendent and Board be granted an extended leave of absence for a period from one month to not more than a full year under the terms and conditions set forth in this policy.

2. The purposes for which extended leave may be sought and granted include (1) illness of the employee or severe illness of a spouse, parent, child or sibling of the employee which requires the employee's presence and assistance; (2) professional study; (3) for teaching assignment; (4) Peace Corps or similar program; or (5) compelling personal reasons. The application for extended leave of absence must include a full justification for the request.

3. In all cases, a request for extended leave must be in writing received by the Superintendent not later than March 1 prior to the school year for which the extended leave has been requested. Late requests will not be considered. (EXCEPTION may be made for (a) non-elective surgery or medical treatment or compelling personal reasons where the reason for the request could not reasonably have been known by the employee prior to March 1.)

4. A. Any approved extended leave will be without pay EXCEPT in limited circumstances discussed in paragraph 7 below, the District may pay a portion of the salary of an employee on approved leave for extended study, and, where the employee seeks extended leave for personal illness, the employee must exhaust all paid sick leave or other leave first.

B. In no event will the District be responsible to pay medical or other insurance premiums for an employee on extend leave. However, an employee on approved extended leave shall be permitted to pay the premiums to continue to participation in District provided insurance plans, which would otherwise be available to the employee unless some provision of the plan prohibits such participation. It is the employee's responsibility to verify whether continued participation is permitted and to make the necessary arrangements to continue and pay for coverage during the period of the extended leave.

5. An employee on approved extended leave shall not lose tenure nor shall the period of leave constitute a break in service. However, the period of leave shall not count as a year of service for any purpose (except that where the employee is on approved paid leave for

professional study, and where required TRS payments are made, the teacher shall acquire such experience credit as TRS shall permit. While on extended leave, the employee does not accrue leave or any other benefits.

6. Upon written application by the employee received by the Superintendent before March 1 and for good cause shown, the Board, upon recommendation by the Superintendent may extend leave under this section for a further period of not more than one additional year.

7. With regards to leave for professional study only, the following provisions shall also apply:

- (A) The application for professional study must include the name and address of the educational institution through which the study will be offered including confirmation that the employee has been accepted into the program, a complete description of the course of study to be followed (including a statement by the employee as to how the District and its students will benefit from the employee's participation in the program, and description of the specific courses which will be taken.
- (B) To be approved, a program of professional study must involve enrollment for not less than twelve (12) semester hours of credit per semester. For approved leave to continue, the employee must successfully complete at least twelve credit hours per semester.
- (C) The Board, at its discretion, and subject to making an appropriation for this purpose, may pay for not more than two employees during any school year while on approved professional study. Such payment shall not exceed 27.5% of the compensation the employee would otherwise receive based on the approved salary schedule for the year in question. In addition to pay a portion of the employee's salary, the District may also pay the district's portion of the employee's TRS based on the amount of compensation actually paid to the employee on approved leave.
- (D) If an employee asks for a second year of approved leave for professional study, and the Board approves, the Board need not pay any portion of the

employee's salary for the second year even if it did pay some amount to the teacher during the first leave period.

(E) A teacher who has been on approved extended professional study leave and who has been paid by the District for any portion of his normal salary while on such leave must return to the District and teach for at least one school year following the approved leave. Should the employee fail to do so, the employee shall reimburse the District for all salary and benefits paid by the District to the employee or on the employee's behalf during the period of approved extended leave plus interest and such costs and fees as the District may reasonably incur recovering such sums. If the employee on approved paid leave for professional study does not pass at least 12 credit hours per semester, the employee shall repay the District for all funds advanced for salary or benefits for that employee for that semester.

8. Extended leave under this policy is separate and apart from any State Sabbatical Leave under AS 14.20.280--350.

9. Not later than two (2) months prior to the end of any period of approved extended leave, the employee shall submit to the district confirmation of his intent to return to duty and the date when the employee shall return to work. Failure to do so shall allow the district to view the employee as having resigned employment and to replace the employee or otherwise eliminate the position.

10. An employee on approved extended leave is not guaranteed any particular position with the District upon return from leave. The District shall have the discretion to place any returning employee into any position at any District location for which the employee is qualified. Should a new assignment involve a change of residence, the District shall pay relocation expenses as required by Alaska law.

11. A false statement to obtain extended leave of absence or in connection with an approved extended leave shall be grounds for discipline up to an including termination.

## **1300 SICK LEAVE BANK**

### **1301 Enrollment and Termination**

Membership in the sick leave bank shall be open to all certificated employees of the District. The eligible employee may enroll in the sick leave bank by giving written notice to be received by the Superintendent within twenty (20) days after the employee's first day on duty of the work year. Membership shall be continuous until the employee terminates employment or gives written notice to the Superintendent of termination of membership. The person terminating membership shall not be entitled to a refund of contributed days. Members of the sick leave bank may use the bank for sick leave and family illness leave. The Member must exhaust their own sick/personal leave first. A monthly report will be transmitted to the Union President.

### **1302 Contributions**

Upon enrollment, the member shall automatically contribute one (1) day of sick leave to the bank. The sick leave bank is not to decrease below 100 days or exceed 150 days. The Members are to contribute a day of sick leave (falls below 100 days) or stop donating (above 150 days) to ensure this balance.

### **1303 Withdrawals**

After having used all of the member's available sick and personal leave, the member may submit a request to the payroll clerk to withdraw days from the sick leave bank. The form may be obtained from the district office. See attached. After the withdrawal of each block of five (5) days, the District may require the member to reapply for additional days.

The member may withdraw during the work year up to twice the number of sick leave days the member had accumulated prior to the first day on duty of the work year or twenty-four (24) days, whichever is greater. Notwithstanding, the member may not withdraw during the work year more than forty (40) days. Members are not required to reimburse the bank for days used.

### **1304 Contribution of sick days upon retirement or resignation**

A certified employee who retires from the District may elect to donate up to 17 days of accumulated sick leave to the Sick Leave Bank. (Beyond 17 days can be used as creditable service through TRS.)

## **1400 WORK YEAR AND WORK DAY**

### **1401 Work Year**

The standard work year shall be one hundred eighty-nine (189) days inclusive of state-mandated school holidays. Notwithstanding, the standard work year for the teacher's first year of employment as a District teacher shall be one hundred ninety (192) days. At least three (3) work days per year shall be devoted to staff development activities.

Any additional days worked beyond the standard work year, and the compensation therefore, shall be subject to the mutual written agreement of the teacher and the Superintendent. If the teacher serves less than the full standard work year, the teacher's salary and any benefits based on the standard work year shall be prorated accordingly.

### **1402 Work Day**

The standard work day for the teacher shall consist of seven and one half (7 1/2) hours exclusive of a duty-free lunch period. From time to time, the work day may be extended for reasonable periods for professional activities including but not limited to staff and committee meetings, student-teacher and parent-teacher conferences, and open house functions.

If the teacher is regularly assigned to work less than the standard work day, the teacher's salary, leave, insurance, and other quantifiable benefits shall be prorated accordingly. The prorating of insurance benefits shall be based on the premium rates. For the purposes of this paragraph, premium rates under a self-funded insurance plan shall be the COBRA rates as established by the plan administrator.

During days that a building based school is in session, the teacher shall normally be granted preparation time at the rate of fifty (50) minutes per standard work day in segments of not less than twenty (20) consecutive minutes. Except as may be authorized by the supervisor, the teacher shall use preparation times exclusively for preparation activities directly related to the teacher's professional duty assignment. During preparation times, the teacher shall remain in the assigned facility unless otherwise authorized by the supervisor. From time to time, the District may assign the teacher other duties during preparation times including but not limited to conferences with supervisors, parents, or students, assemblies,

rotating student monitoring duties, substitution for an employee who is unexpectedly absent, and emergency situations.

## **1500 ACADEMIC FREEDOM AND RESPONSIBILITY**

The teacher shall have the right and the responsibility to plan, develop, and implement teaching techniques and methodologies that optimize appropriate learner outcomes subject to the utilization of sound professional judgment and in keeping with applicable course outlines, curriculum guides, and the designated instructional program that are appropriate to the subject, grade, and level taught. When controversial issues have not been specified in the curriculum guide, the teacher shall acquire the prior approval of the principal before introducing such issues. The discussion of controversial issues shall be conducted in an unprejudiced and dispassionate manner designed to foster a spirit of inquiry.

The District, in keeping with its responsibility to the public, reserves within its exclusive domain final decision-making authority in all matters of educational policy including but not limited to the selection of textbooks, library books, and other instructional resources and in the determination of the curriculum, educational programs, and what shall and shall not be taught to the District's students. The district shall involve two teachers, appointed by the association, on committees to review and make recommendations regarding staff development, curriculum and materials which shall be forwarded to the board for their consideration.

## **1600 PERSONNEL FILES**

### **1601 Access**

All material placed in the teacher's official personnel file in the District Office shall be the property, and shall be under the control, of the District. The teacher may inspect the teacher's personnel file by appointment in the District Office. Access to the file shall be limited to the teacher, the teacher's supervisor(s), the Superintendent, District Office staff with a bona fide need, the Board, and any person designated in writing by the teacher. Upon request, the teacher shall be provided with copies of any personnel file material for twenty-five cents (\$0.25) per sheet.



## **1602 Derogatory Material**

The teacher shall be provided with a copy of any derogatory post-employment material placed in the personnel file, and the teacher shall have the right within ten (10) days after the date of receipt of such material to provide the Superintendent with a written response to be attached to the material in the file. A dispute regarding the accuracy of any factual material in the teacher's personnel file shall be subject to the grievance procedure. For the purposes of this paragraph, ***factual material*** shall not include statements of opinion or performance evaluation reports.

## **1700 EVALUATION**

Evaluation of certificated staff shall be consistent with the requirements of statute, section 14.20.149, Employee Evaluation. Teachers serving on the committee shall be appointed by the association.

## **1800 DISCIPLINE**

The teacher shall not be disciplined without just cause. For purposes of this article, ***discipline*** shall mean a written reprimand or loss of compensation including but not necessarily limited to suspension without pay or pay dock on account of unsatisfactory performance, insubordination, dishonesty, infraction of rules, or other similar reason. For the purposes of this article, discipline shall not include lay off, non-retention, or dismissal.

The teacher shall have the right to Union representation at any investigatory or disciplinary conference. Notwithstanding, if the District determines that arrangements for such representation create an unreasonable delay, the District may proceed without such Union representation. The teacher who serves as the Union representative at any investigatory or disciplinary conference shall be allowed to do so without loss of pay.

## **1900 REASSIGNMENT**

A copy of any vacancy notice shall be transmitted to the Union President not later than the date the notice is posted publicly or transmitted to the media or to a teacher placement service.

The Superintendent shall give consideration to any written request from the teacher for reassignment. On September 1 of each year, all previously received written

reassignment requests shall be voided, and the teacher who so desires may submit another written request. By written notice to the Superintendent, the teacher may at any time withdraw a request for reassignment.

Except under extenuating circumstances, the teacher shall be given at least two (2) weeks notice of a substantial involuntary reassignment. Upon request, the Superintendent shall confer with the teacher regarding a reassignment decision.

## **2000 ACCESS TO FACILITIES AND EQUIPMENT**

The District affirms its intent to give the teacher reasonable access to working equipment including but not necessarily limited to designated computers and duplicators as well as reasonable access to work areas in District facilities appropriate for the teacher's duty assignment. Such access shall be subject to reasonable restrictions based on security needs and sound management practice. (Because the matters addressed under this paragraph are within the sole purview of the District, disputes regarding this paragraph shall not be subject to the grievance procedure notwithstanding any other provisions of this Agreement.)

The teacher shall have first come, first served access to available vehicle heater outlets while performing assigned duties at the school when the outside air temperature is below zero degrees Fahrenheit. The intent of this provision is to facilitate vehicle starting at the teacher's normal quitting time. As such, the District may take reasonable measures to conserve energy that do not materially compromise this intent.

## **2100 GRIEVANCE PROCEDURE**

### **2101 Purpose**

The purpose of the grievance procedure shall be to secure a fair, equitable, and expeditious resolution to a grievance. Only an alleged violation, including misapplication or misinterpretation, of this Agreement may be adjudicated under this procedure, and an alleged violation of this Agreement may be adjudicated only under this procedure. Although the grievance procedure is the formal mechanism for the adjudication of alleged violations of the Agreement, nothing herein is intended to discourage the informal resolution of disputes at the lowest applicable administrative level.

### **2102 Time is of the Essence**

The time lines as provided under this article shall be adhered to strictly except by the prior written agreement of the Superintendent and the Union President. In the event that a time line is exceeded by the Union, the grievance shall be waived. In the event that a time line is exceeded by the District, the grievance shall automatically be eligible for appeal to the next level of the grievance procedure.

### **2103 Participation**

The District shall take no reprisals for the teacher's legitimate participation in the grievance procedure. Documents related to the processing of a grievance shall not be placed in the teacher's personnel file.

### **2104 Witnesses**

At all levels of the grievance procedure, the parties shall be allowed to call, examine, and cross-examine witnesses.

### **2105 Noninterference with Duty**

Grievance hearings shall be held at such times as to avoid loss of work or loss of pay by the teacher.

### **2106 Grievance Hearing Decisions**

The hearing decision at each level shall be written and signed and shall set forth the reasoning underlying the decision.

### **2107 Stipulated Settlements**

The Superintendent and the Union President may stipulate in writing to a binding settlement of the grievance at any point in the process.

### **2108 Obligations of the Parties**

The parties to the grievance shall be obligated to abide by all of the provisions of this article for the processing of the grievance and shall be obligated to abide by all other provisions of the Agreement during the pendency of the grievance. The District shall not be obligated to accept, hear, render a decision upon, or provide any redress whatsoever regarding the grievance not pursued in strict conformity with this article.

Except as otherwise may be provided under this article, the District and the Union shall each be responsible for their own costs relative to their performance under the grievance procedure.

### **2109 Grievance Filing**

In the event that an alleged violation of this Agreement is not resolved informally, the Union President may file a grievance to be received by the Superintendent within twenty (20) days after the date of the alleged violation. The grievance shall be in writing, shall set forth with reasonable specificity the facts of the grievance, shall specify the provision(s) of the Agreement alleged to have been violated, shall specify the redress sought, and shall be signed by the Union President.

### **2110 Hearing**

The Superintendent shall schedule a hearing to be held within fifteen (15) days after the date of receipt of the grievance. At least five (5) days in advance, the Superintendent shall notify the Union President in writing as to the date, time, and place of the hearing. The Superintendent shall deliver the decision to the Union President to be received within fifteen (15) days after the date of the hearing.

### **2111 Arbitration**

#### ***Appeal to Arbitration***

The Union President may give written, signed notice of appeal to the Superintendent to be received within fifteen (15) days after the date of receipt of the hearing decision.

#### ***Selection of Arbitrator***

Within ten (10) days after receipt of the appeal, the Superintendent and the Union President shall meet to select an arbitrator. If they do not mutually agree upon an arbitrator, within five (5) days after the date of the meeting, the Union President shall deliver a request to the Federal Mediation and Conciliation Service to furnish a list of seven (7) available arbitrators. Within ten (10) days after receipt of the list by both parties, the Superintendent and the Union President shall meet to select the arbitrator. After the flip of a coin to determine who shall be first, the Superintendent and the Union President shall alternately strike names from the list until one remains who shall be the

arbitrator. The arbitration shall be scheduled for a date, time, and place which are mutually agreeable to the arbitrator, the Superintendent, and the Union President.

***Witnesses and Evidence***

Each party shall provide the other with a list of witnesses and a copy of any documentary evidence it plans to introduce not less than five (5) days prior to the date of arbitration. This shall not be required for rebuttal witnesses and evidence.

***Rules***

Except as otherwise may be provided under this article, arbitration shall be conducted under the existing voluntary labor arbitration rules of the American Arbitration Association.

***Decision***

The arbitrator shall deliver the written decision to the Superintendent and to the Union President.

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 provision(s) of this Agreement, nor shall the arbitrator render a decision beyond the scope of the specific grievance. Furthermore, the arbitrator shall not have the power to change any practice, policy, or rule of the District except as it may directly pertain to the specific grievance.

In an award with a retroactive effect, the award shall not have effect before the teacher's first day of work of the work year during which the initial grievance is received.

The arbitrator shall not have the power to award punitive damages.

***Restriction on Appeals***

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 labor arbitration decisions.

***Costs***

The charges for a list of arbitrators shall be borne equally by the District and the Union. Likewise, the charges of the arbitrator shall be borne equally by the District and the Union.

## **2200 COMPENSATION**

### **2201 Salary Payment**

Salary payments shall be made throughout the work year in equal semi-monthly installments. The teacher's final paycheck shall be retained until such time as the teacher has completed all assigned year-end reports and duties.

The District shall make payroll deductions as required by law or this Agreement and may make other deductions upon mutual agreement of the teacher and the District. In addition, upon proper written authorization by the teacher, the District shall make payroll deductions for supplemental Teachers' Retirement System contributions, Union dues, and tax sheltered annuity contributions to a district approved provider. The amount of an authorized payroll deduction may be changed one (1) time during the work year, or may be revoked, by written notice to the District. Once revoked, a payroll deduction may not be reinstated during the work year.

A first year contract signing incentive may be given to cover moving and travel expenses to relocate to Galena. The Superintendent will determine the amount and terms on an annual basis.

### **2202 Lane Placement**

The teacher shall be placed on the appropriate lane of the salary schedule on the basis of documentation submitted to the Superintendent as required showing the degree(s) conferred and the coursework completed prior to the first scheduled day on duty of the work year. Lane placement shall further be governed by the following definitions:

**Approved Coursework:** Coursework that is related to academic content, professional development or job related responsibilities approved in writing by the Superintendent, that is from an institution accredited by a regional accrediting association or approved in writing by the Superintendent, and for which a grade equal or greater than a "C" or a pass in a course offering a pass/fail grade was awarded. **Hours** of approved coursework shall be semester hours or the quarter hour equivalent thereof. Notwithstanding the provisions of this paragraph, coursework submitted by the teacher and accepted for lane placement purposes prior to the effective date of this Agreement shall be considered approved coursework for that teacher.

B: A baccalaureate degree.

B+18; B+36; B+54: Eighteen (18), thirty-six (36) or fifty-four (54) hours of approved coursework earned subsequent to the conferring of the baccalaureate degree.

M: A master's degree,

M+18; M+36: Eighteen (18) or thirty-six (36) hours of approved coursework earned subsequent to the conferring of the master's degree.

M/M: Two master's degrees

D: Doctorate

### **2203 Step Placement**

The teacher shall be placed on the appropriate step of the salary schedule on the basis of documentation of prior years of service submitted to the Superintendent as required. Notwithstanding, the highest induction step for the newly appointed teacher shall be Step 5 unless the Superintendent determines that one (1) higher induction step should be allowed due to a shortage of sufficiently qualified applicants. Step placement shall further be governed by the following definition:

**Year of Service:** A period of not less than the equivalent of one hundred forty (140) standard work days on duty served between July 1 and the following June 30 under contract in a position for which a standard teacher's certificate is required. Such service shall be in a public (or in an approved or accredited nonpublic) elementary or secondary school in the United States (or outside the United States supported by funds of the United States government). A District-approved leave of absence (granted after January 1, 1994) during which the teacher earns at least twenty-two (22) semester hours, or the quarter hour equivalent thereof, shall constitute a year of service. No year of service shall be counted prior to the following July 1.

### **2204 Salary Schedules**

**Certified Salary  
Schedule  
2016 Through 2017**

**GCSD / IDEA**

Step	Base		Step Increment						
	B	48000	B+18	B+36	B+54 /M	M+18	M+36	M / M	D
0	48000	49500	51000	52500	54000	55500	57000	58500	60000
1	49500	51000	52500	54000	55500	57000	58500	60000	61500
2	51000	52500	54000	55500	57000	58500	60000	61500	63000
3	52500	54000	55500	57000	58500	60000	61500	63000	64500
4	54000	55500	57000	58500	60000	61500	63000	64500	66000
5	55500	57000	58500	60000	61500	63000	64500	66000	67500
6	57000	58500	60000	61500	63000	64500	66000	67500	69000
7	58500	60000	61500	63000	64500	66000	67500	69000	70500
8	60000	61500	63000	64500	66000	67500	69000	70500	72000
9	61500	63000	64500	66000	67500	69000	70500	72000	73500
10	63000	64500	66000	67500	69000	70500	72000	73500	75000
11		66000	67500	69000	70500	72000	73500	75000	76500
12			69000	70500	72000	73500	75000	76500	78000
13				72000	73500	75000	76500	78000	79500
14					75000	76500	78000	79500	81000
15						78000	79500	81000	82500
16							81000	82500	84000
17								84000	

**GCSD / SHS / GILA**

Step	Base		Step Increment						
	B	50000	B+18	B+36	B+54 /M	M+18	M+36	M / M	D
0	50000	51500	53000	54500	56000	57500	59000	60500	62000
1	51500	53000	54500	56000	57500	59000	60500	62000	63500
2	53000	54500	56000	57500	59000	60500	62000	63500	65000
3	54500	56000	57500	59000	60500	62000	63500	65000	66500
4	56000	57500	59000	60500	62000	63500	65000	66500	68000
5	57500	59000	60500	62000	63500	65000	66500	68000	69500
6	59000	60500	62000	63500	65000	66500	68000	69500	71000
7	60500	62000	63500	65000	66500	68000	69500	71000	72500
8	62000	63500	65000	66500	68000	69500	71000	72500	74000
9	63500	65000	66500	68000	69500	71000	72500	74000	75500
10	65000	66500	68000	69500	71000	72500	74000	75500	77000
11		68000	69500	71000	72500	74000	75500	77000	78500
12			71000	72500	74000	75500	77000	78500	80000
13				74000	75500	77000	78500	80000	81500
14					77000	78500	80000	81500	83000
15						80000	81500	83000	84500
16							83000	84500	86000
17								86000	



**Certified Salary  
Schedule  
2017 Through 2018**

**GCSD / IDEA**

	Base	48000		Step Increment	1500			
Step	B	B+18	B+36	BA+54 /M	M+18	M+36	M / M	D
0	48000	49500	51000	52500	54000	55500	57000	58500
1	49500	51000	52500	54000	55500	57000	58500	60000
2	51000	52500	54000	55500	57000	58500	60000	61500
3	52500	54000	55500	57000	58500	60000	61500	63000
4	54000	55500	57000	58500	60000	61500	63000	64500
5	55500	57000	58500	60000	61500	63000	64500	66000
6	57000	58500	60000	61500	63000	64500	66000	67500
7	58500	60000	61500	63000	64500	66000	67500	69000
8	60000	61500	63000	64500	66000	67500	69000	70500
9	61500	63000	64500	66000	67500	69000	70500	72000
10	63000	64500	66000	67500	69000	70500	72000	73500
11	64500	66000	67500	69000	70500	72000	73500	75000
12		67500	69000	70500	72000	73500	75000	76500
13			70500	72000	73500	75000	76500	78000
14				73500	75000	76500	78000	79500
15					76500	78000	79500	81000
16						79500	81000	82500
17							82500	84000
18								85500

**GCSD / SHS / GILA**

	Base	50000		Step Increment	1500			
Step	B	B+18	B+36	BA+54 /M	M+18	M+36	M / M	D
0	50000	51500	53000	54500	56000	57500	59000	60500
1	51500	53000	54500	56000	57500	59000	60500	62000
2	53000	54500	56000	57500	59000	60500	62000	63500
3	54500	56000	57500	59000	60500	62000	63500	65000
4	56000	57500	59000	60500	62000	63500	65000	66500
5	57500	59000	60500	62000	63500	65000	66500	68000
6	59000	60500	62000	63500	65000	66500	68000	69500
7	60500	62000	63500	65000	66500	68000	69500	71000
8	62000	63500	65000	66500	68000	69500	71000	72500
9	63500	65000	66500	68000	69500	71000	72500	74000
10	65000	66500	68000	69500	71000	72500	74000	75500
11	66500	68000	69500	71000	72500	74000	75500	77000
12		69500	71000	72500	74000	75500	77000	78500
13			72500	74000	75500	77000	78500	80000
14				75500	77000	78500	80000	81500
15					78500	80000	81500	83000
16						81500	83000	84500
17							84500	86000
18								87500

**Certified Salary  
Schedule  
2018 Through 2019**

**GCS D / I D E A**

	Base	Step Increment						
	48750	1500						
Step	B	B+18	B+36	BA+54/M	M+18	M+36	M / M	D
0	48750	50250	51750	53250	54750	56250	57750	59250
1	50250	51750	53250	54750	56250	57750	59250	60750
2	51750	53250	54750	56250	57750	59250	60750	62250
3	53250	54750	56250	57750	59250	60750	62250	63750
4	54750	56250	57750	59250	60750	62250	63750	65250
5	56250	57750	59250	60750	62250	63750	65250	66750
6	57750	59250	60750	62250	63750	65250	66750	68250
7	59250	60750	62250	63750	65250	66750	68250	69750
8	60750	62250	63750	65250	66750	68250	69750	71250
9	62250	63750	65250	66750	68250	69750	71250	72750
10	63750	65250	66750	68250	69750	71250	72750	74250
11	65250	66750	68250	69750	71250	72750	74250	75750
12		68250	69750	71250	72750	74250	75750	77250
13			71250	72750	74250	75750	77250	78750
14				74250	75750	77250	78750	80250
15					77250	78750	80250	81750
16						80250	81750	83250
17							83250	84750
18								86250

**GCS D / SHS / G I L A**

	Base	Step Increment						
	50750	1500						
Step	B	B+18	B+36	BA+54/M	M+18	M+36	M / M	D
0	50750	52250	53750	55250	56750	58250	59750	61250
1	52250	53750	55250	56750	58250	59750	61250	62750
2	53750	55250	56750	58250	59750	61250	62750	64250
3	55250	56750	58250	59750	61250	62750	64250	65750
4	56750	58250	59750	61250	62750	64250	65750	67250
5	58250	59750	61250	62750	64250	65750	67250	68750
6	59750	61250	62750	64250	65750	67250	68750	70250
7	61250	62750	64250	65750	67250	68750	70250	71750
8	62750	64250	65750	67250	68750	70250	71750	73250
9	64250	65750	67250	68750	70250	71750	73250	74750
10	65750	67250	68750	70250	71750	73250	74750	76250
11	67250	68750	70250	71750	73250	74750	76250	77750
12		70250	71750	73250	74750	76250	77750	79250
13			73250	74750	76250	77750	79250	80750
14				76250	77750	79250	80750	82250
15					79250	80750	82250	83750
16						82250	83750	85250
17							85250	86750
18								88250

## **2205 Incentive Awards**

The teacher may qualify for an incentive award of up to five per cent (5%) of the teacher's annual salary for extraordinary performance regarding student academic/ performance gains, the development of innovative programs, and other meritorious efforts. The award shall be paid with the teacher's final paycheck of the school session. Notwithstanding, the teacher may elect an equivalent value of instructional materials and/or training in lieu of a cash award.

The district shall post an announcement for a period of ten days that money is available for such awards. Once the posting period is over proposals from teachers shall be due within twenty (20) days.

A committee of teachers and administrators shall review applications and make recommendations to the Superintendent regarding incentive awards. The committee shall be composed of the administrator(s) and at least three (3) teachers, which are appointed by the association.

Teacher members of the committee shall be elected by the teachers from their respective schools. The Superintendent shall not serve on the committee. The recommendation of the committee shall be accepted or rejected in its entirety by the Superintendent. A committee report accepted by the Superintendent shall be presented to the Board with a recommendation for adoption.

In addition to the functions described above, the committee shall serve as an advisory committee for the continuous evaluation and revision of the incentive award program. The committee may be assisted by outside consultants. The periodic recommendations of the committee for revisions to the program shall be accepted or rejected in their entirety by the Superintendent. A committee report accepted by the Superintendent shall be presented to the Board with a recommendation for adoption.

## **2206 Added Duty**

Compensable added duty is any voluntarily assumed work related to the co-curricular program that occurs primarily outside the standard workday. For the purposes of this article, added duty includes but is not limited to:

Coaching,  
Athletic Director,  
Academic Pentathlon,  
Academic Decathlon,  
Spelling Bee,

Science Fair,  
Battle of the Books,  
Student Council Advisor,  
Class advisor Junior and Senior,  
Year book

The compensation shall be agreed upon in advance and included in an added duty contract. Nothing in this article shall be construed as prohibiting the teacher from voluntarily assuming added duties without compensation.

## **2300 UNION PRIVILEGES**

### **2301 Dues Deduction**

The District shall deduct Union dues from the paycheck of the teacher who submits written authorization as required to be received by the Superintendent and the Association President not later than October 1. Dues deduction in fourteen (14) equal installments, twice per month, shall commence with the October payroll through April. The dues deduction authorization may remain in effect from year to year. Notwithstanding, the District shall discontinue the dues deduction beginning with the first payroll occurring not less than fifteen (15) days after the date of receipt by the Superintendent of the teacher's written revocation of the dues deduction authorization.

**2302 Use of Facilities and Equipment** The Union shall have the same access to District facilities as any other nonprofit organization. The Union shall promptly reimburse the District for any costs, other than normal utility costs, associated with the Union's use of the facilities.

When not otherwise needed for District purposes, the Union may use designated office equipment including but not necessarily limited to typewriters and duplicating machines. The Union shall furnish its own supplies for the equipment and shall promptly reimburse the District for any damage to, or loss of, equipment used under this section.

The Union may post non-inflammatory material on designated bulletin boards in District facilities, so long as the material clearly indicates that it is from the Union.

**Galena City School District  
Certified Personnel  
Sick Leave Blank Form**

- Family Illness
- Sick Leave

- Initial
- Reapply

\_\_\_\_\_  
Patient's Name

\_\_\_\_\_  
Social Security#

\_\_\_\_\_  
Teaching Site

I have used \_\_\_\_\_ sick leave days for the \_\_\_\_\_ school year.

I have exhausted all sick and personal days.  Yes  No Please, check one.

**Please have the treating Physician complete this portion.**

**Diagnosis or Condition:**

**Treatment Plan:**

**Estimated days patient can return to work:**

**Signature of employee (required) :** \_\_\_\_\_

**Physician Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_