

ARTICLE 3 ASSOCIATION RIGHTS – AUGUST 9, 2018

KPESA COUNTER-PROPOSAL TO KPBSD PROPOSAL

KPESA's Proposal 8/9/18
Response to District's 8/9/18 Proposal

All employees in the bargaining unit shall either join the KPESA/NEA/NEAAK or pay a fee equal to the dues amount as per regulations of the Alaska Labor Relations Agency. The employees choosing to pay the fee shall do so understanding it as representing the costs of representing them. The fee shall be a condition of employment. In the event the Association demands termination of an employee for non-compliance with this section, the Association shall bear the full burden of proof and full burden of the total legal costs to both the Association and the District.

All fee payers and verified religious objectors shall be notified of their rights per Federal and State laws.

A. Dues/Fees Deduction

1. All Association dues/fees may be withheld by payroll deduction during a period of nine (9) months, September through May, upon receipt of the authorized membership **application requests**. Deductions withheld will be paid monthly to the KPESA Treasurer.
2. The Association shall be notified of the names and work assignments of all new employees monthly.
3. The **KPESA Treasurer Association** shall annually notify the District as to dues/fee amount to be deducted.
4. Employees who join KPESA after the start of the school year ~~shall have may~~ **authorize** their dues ~~and fees~~ for association membership deducted from their paychecks in equal amounts over the months remaining in the school year.

B. Continuing Membership Dues Deductions

~~Dues deduction authorization shall continue year to year. A member who wishes to stop payroll deduction of the dues/fees must notify the Association and District in writing, by the tenth (10th) of September of the school year such action is to become effective.~~

C. Association Representatives

The Association shall have the right to designate an Association/Building representative in every building site. The Association will provide the Superintendent's office with the name of the Association/Building representative so designated for each site.

D. Inter-School Mail

The Association may use the inter-school mail distribution consistent with United States Postal Rules and Regulations.

E. Release Time

An employee, acting as an Association Representative, shall suffer no loss of pay for working hours spent in conferences/meetings scheduled at District request.

F. School Board Meetings

A representative of the Association will be recognized on each School Board agenda, and a copy of the school board packet shall be sent to the Association president prior to each Board meeting.

G. School District Budget

It is agreed that the Association President shall receive one (1) copy of any District preliminary budget draft and the final approved budget on the same date that individual Board members receive their copy.

H. Use of Facilities and Equipment

The Association and its representatives shall have the right to use the school buildings and equipment, at no cost to the Association at all reasonable hours, for Association business with advance approval of the principal.

Any equipment lost, stolen, or damaged while in use by the Association shall be repaired or replaced at Association expense.

I. Benefit Information

Each new employee shall receive a packet of information to include a copy of the District Health, Dental, and Optical Plan booklet, a PERS booklet when available, and a list of the KPESA officers.

J. Bulletin Boards

The District agrees to furnish a bulletin board space at the employees' work site to be used by the Association.