

September 1, 2020 – August 31, 2022

# COLLECTIVE BARGAINING AGREEMENT

*between*

Spokane School District No. 81

Board of Directors

And the

International Brotherhood of  
Electrical Workers

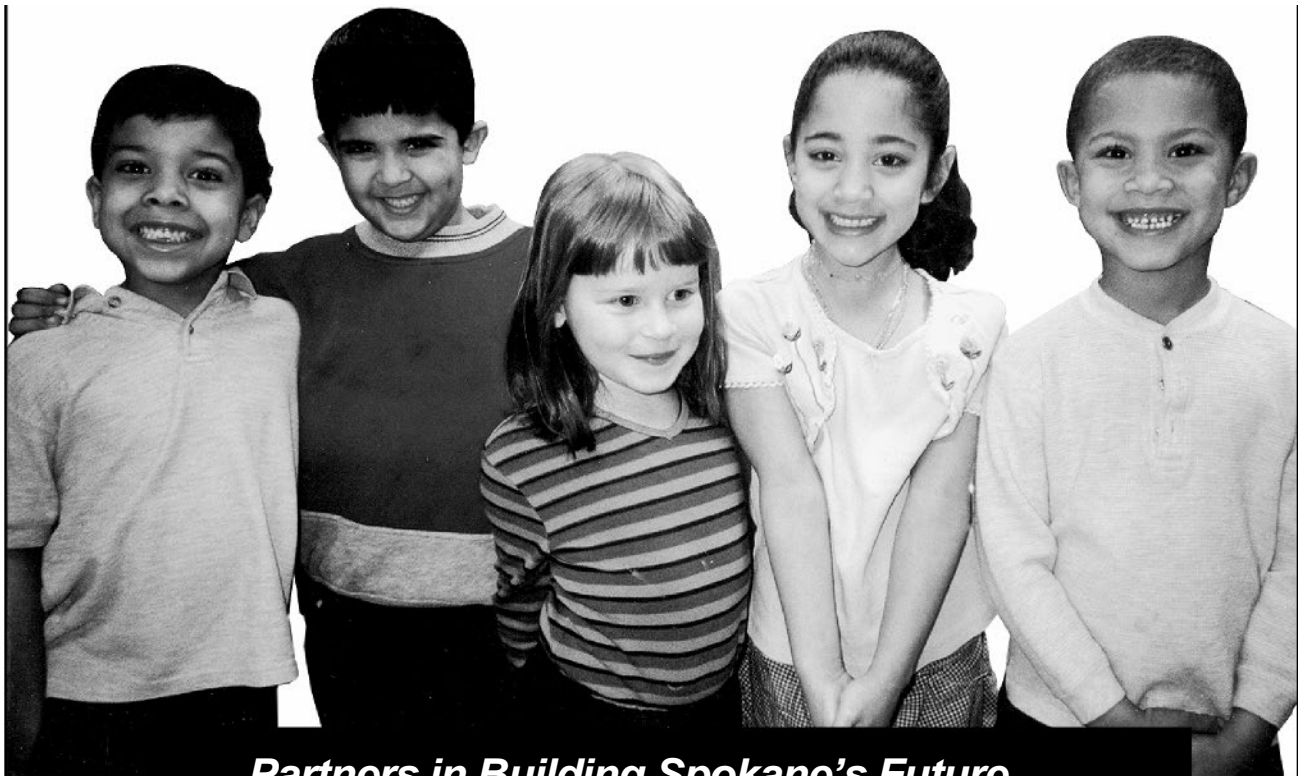
LOCAL UNION NO. 73

*representing*

**ELECTRICIANS**



Spokane Public Schools  
*excellence for everyone*



***Partners in Building Spokane's Future***

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## **PURPOSE**

The purpose of this Agreement is to establish harmonious relations and uniform conditions in employment for School District No. 81 Maintenance Electrical Workers; to establish rates of pay and hours of work; to define and set forth such benefits as pension plan, health and welfare, sick leave, vacations, and paid holidays; to make provisions for the settlement of grievances and disputes; to promote efficiency and economy in the performance of work by the employees covered under the Agreement; and generally, to encourage the spirit of helpful cooperation between the employer and the employee groups to their mutual advantage and the protection of the investing public.

## **ARTICLE I** **COLLECTIVE BARGAINING**

### **Section 1 - Recognition**

Recognizing that united effort can bring a benefit both to the individual and to the community, the School District recognizes the International Brotherhood of Electrical Workers, Local Union No. 73, as the sole collective bargaining representative of all electricians employed by the District.

### **Section 2 - Union Membership**

It is agreed that it shall be a condition of employment that all employees are members of the Union on the effective date of this Agreement and shall remain members. It shall be a further condition of employment that all new employees covered by this Agreement hired on or after its effective date shall either be Union members or make application for membership with Local No. 73 within thirty-one (31) days after employment. In the event an employee fails to tender the initiation fee or fails to maintain his/her membership in accordance with this Section, the Union shall notify the District to discharge said individual employee within seventy-two (72) hours.

### **Section 3 - Conduct**

Recognizing the fact that the employee will be working closely with principals, teachers, and among students, high standards of conduct, speech, and morality will be required of all employees.

### **Section 4 - Vacancies**

Job descriptions, including qualifications, for positions subject to this Agreement will be developed by the District and made available for each employee. Any represented employee may submit written recommendations regarding job descriptions, including qualifications, to his/her supervisor. No changes in job descriptions shall be made without good faith consultation with the Union addressing the District's perceived need for the change and suggested alternatives. Vacancies for regular positions will be posted through the Human Resources Division. The foreman will continue to be used in hiring situations as in the past.

The most senior employee in the preventive maintenance (p.m.) or the swing shift crew will be the

first employee considered for any opening on the day shift. The District reserves the right to hire the most qualified applicant for the position, but if qualifications are equal, the senior district employee will be given the job. In the event, a senior preventive maintenance (p.m.) or swing shift crew member is not hired for the day shift position he/she will be given the reason for the decision.

Individuals hired for seasonal or temporary positions must apply for regular positions at the time of posting. The District reserves the right to hire the most qualified applicant, as determined by the District, regardless of an individual's previous employment status with the District.

#### Section 5 - Labor Management Meetings

Labor Management meetings will be held between representative(s) of the Union and the District upon request of either party.

#### Section 6 - Joint Advisory Committee

- A. The District and IBEW Local 73 agree to establish a joint advisory committee composed of, at a minimum, two (2) District employees who are members of IBEW Local 73 and one (1) District management personnel. The purpose of this advisory committee will be to explore methods to assure outside contracted performance is in compliance with District specifications including, but not limited to, opportunities to review and provide input to District Project Managers on projects assigned to outside contractors.

The District shall provide to the employee representatives of the joint advisory committee, for a period of at least five working days, all electrical project prints and bid specifications for review and comment prior to them being released to outside contractors for bid or installation. This review will also apply to the Job Order Contracting (JOC) process. The District shall also, within a period of five working days after receiving the review by the employee representatives, respond to any questions or concerns from the employee representatives prior to the release to outside contractors of such prints or bid specifications.

- B. During the school year, the Joint Committee shall investigate data related to the cost of vehicle vandalism and reimbursement by the district to determine if there is a need to increase the maximum amount of \$125 paid to the employee for such occurrences.
- C. During the school year, the Joint Committee shall investigate the cost of new regulations and requirements needed to maintain electricians' licensure.

### **ARTICLE II** **HOURS AND DAYS WORKED, VACATIONS, PAID HOLIDAYS, LEAVES**

#### Section 1 - Hours Worked

Eight (8) hours shall constitute a day's work with starting and stopping time between the hours of 7:00 a.m. and 3:30 p.m. year round. The preventative maintenance crew will work from 3:00 p.m.

until 11:30 p.m., except for the periods of winter vacation and summer months. During these exceptional times the workday may be altered to conform with the day shift schedule. Each employee shall have a thirty-minute (30) lunch period. One (1) 15-minute compensable rest break during the mid-part of the first half of the shift and one (1) 15-minute compensable rest break during the mid-part of the second portion of the shift. The employer retains the right to schedule rest periods to fulfill the operational needs of the various work units. Any deviations from the starting and stopping time will be with the consent of the Union. Any time worked in excess of eight (8) hours per day during the regular workweek shall be at the rate of time and one half. Call-out time, Saturdays and Sundays, shall be at double-time rate. Call out begins upon arrival at the Plant Department or work site. There shall be a minimum of two (2) hours for call-out time. Any employee called out from home after normal working hours will be paid at the double-time rate. Any employee called and consulted at home during non-work hours by a nonunion district management supervisor regarding a work-related issue that does not require a call-out will receive pay at the rate of time and one-half for the consultation time spent to the nearest fifteen (15) minute increment.

District staff with 24-hour on-call supervisory responsibility will notify an employee of the need for call-out. The IBEW and the District agree that call-out opportunities should be made available in a consistent manner which will follow an agreed-upon practice for determining call-out opportunities. Employees shall have the opportunity to decline call-outs.

Prior to the end of school, individual employees shall select either a five (5) day and eight (8) hour shift, a four (4) day and ten (10) hour shift, or a four (4) day and nine (9) hour plus a four (4) hour shift upon supervisor approval for the entire summer. The four (4) day and ten (10) hour schedule will end one week before students return to school. The individual's choice will be approved provided that there is adequate five-day coverage. The Preventative Maintenance crew is exempt from the four (4) day and ten (10) hour shifts unless all members of the Preventative Maintenance crew unanimously decide to go to 4/10's. (This means all crafts on that p.m. crew). The 6:00 a.m. starting times (summer schedule only) for four (4) 10-hour shifts or five (5) eight-hour shifts in the workweek may be approved provided that there is adequate five day coverage. During a holiday week, employees who have elected a four (4) day and ten (10) hour shift for the entire summer may choose to work a four (4) day and eight (8) hour shift schedule for the holiday week only. In this instance the employee shall notify the supervisor and timekeeper one week in advance, that this is the option they are choosing so that the employee does not need to use two (2) hours of vacation leave for the holiday week.

The parties agree to comply with the Fair Labor Standards Act.

## Section 2 - Compensatory Time

If compensatory time is offered and accepted, it will be taken at the rate it was earned. Compensatory time may be taken with no less than twenty-four (24) hours' notice to the supervisor provided the workstation can be covered. Such time must be used by August 15 of each year or be converted to overtime pay at the time and one-half (1 1/2) rate (for overtime work during regular shifts), or double time rate (if earned for call-out time or work on Saturdays, Sundays, or holidays) in the August warrant. An employee cannot receive compensatory time and overtime for the same hours worked.

### Section 3 - Vacation

Employees shall earn vacation monthly on a pro rata basis. Vacation shall accrue as follows:

<u>Years of Service/Hours Earned</u>	<u>Annual Vacation Eligibility</u>
1-4 years - 6.66 hrs./mo.	10 days or 80 hours
5-9 years - 10 hrs./mo.	15 days or 120 hours
10-24 years - 13.3 hrs./mo.	20 days or 160 hours
25 plus years - 15.3 hrs./mo.	23 days or 184 hours

The foreman shall earn twenty (20) days of vacation annually beginning with the first year of employment.

The employee's vacation leave accrual date is based on total time served within the District in a regular position. Guidelines developed for computing step increase dates will be followed. Should an employee voluntarily resign or terminate employment for reasons other than layoff, the vacation accrual date will be based on the employee's most recent date of hire.

#### Non-Restricted vacation days:

In addition to the regular monthly vacation accrual noted above, employees shall receive three (3) additional non-restricted vacation (eligible for sell back) days. These three (3) days are front loaded each year effective September 1, and can accumulate up to a total of five (5) days. The request to use non-restricted vacation leave must be made by the end of the prior regularly scheduled workday. The employee is not required to state the reason(s) for the request to take such leave day(s). Non-restricted vacation leave days are separate from sick, injury, and emergency leave days. A maximum of three (3) non-restricted vacation days may be taken at any one time. Unused non-restricted vacation days are eligible for annual sell-back as provided below.

Any terminated employee will receive prorated vacation pay on their last warrant.

#### Allowable Carry Over:

Vacation eligible for carry over is calculated as of July 15 each year. Employees may carry over up to one-half of their earned regular vacation and up to two (2) days of non-restricted vacation days each year. Additional vacation may be accumulated if an employee is requested in writing to defer his/her vacation because of work schedules.

#### Payment for Unused Vacation (sell back):

An employee may choose to sell back up to three (3) non-restricted vacation days annually. At the time of separation or retirement from District employment, an employee may elect to be paid for up to thirty (30) days of accumulated vacation at the true per diem rate. In no event will an employee be entitled to cash out unused vacation (regular and non-restricted) in excess of a total of thirty (30) days during an employee's last two years of employment.

### Section 4 - Holidays

Recognized paid holidays shall be:

New Year's Eve Day	Labor Day
New Year's Day	Veterans Day
Martin Luther King's Day	Thanksgiving Day and day after
Presidents' Day	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	

In case any of these holidays fall on a Saturday or Sunday, the employee shall be given some other day, per District policy 5410 as a holiday. Any employee required to work on any of the twelve (12) listed holidays shall be paid at a rate of double-time in addition to his/her regular pay.

### Section 5 - Leaves

Sick, injury, and emergency leave will be granted under the following provisions:

#### A. Reporting of Absence

In the case of a preplanned absence (e.g., vacation leave, special leave, etc.), the employee shall notify the designated supervisor or office with a minimum of twenty-four (24) hours advance notice. When the employee must be absent from work due to an unplanned absence (i.e., illness, emergency, bereavement), the employee shall, if possible, give ample notice to his/her supervisor prior to the start of the work shift so that arrangements can be made to care for that employee's responsibilities. When notifying the designated supervisor or office of the need to be absent from duty, the employee shall state the reason for the absence so that the appropriate leave account can be recorded and charged.

#### B. Sick and Injury Leave

1. Sick leave is defined as days of absence from duty because of personal sickness or injury and for which no deduction is made in compensation of the employee.
2. After an illness of five (5) consecutive days, employees are to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence. At any time a doctor's statement may be required by the human resources office.
3. Sick and injury leave may be taken to the full amount of accumulation.
4. Employees on a twelve-month (12 month) work contract shall be allowed sick leave at the rate of one (1) day per month of employment. Employees on a less than twelve-month (12 month) contract shall be allowed a prorated amount of such leave.
5. Sick leave shall be accumulated according to state law.
6. A continuing employee will be entitled to the yearly allowable number of such leave days on



the day he/she is scheduled to report to work in the new school year.

7. If employment is terminated during the year for other than health reasons, the days allowed for the current year will be adjusted pro rata to those actually earned and the employee will be liable for return of pay for those days used but not earned. A person commencing employment during the school year will be granted leave days on a pro rata basis.

#### C. Emergency Leave

1. Emergency leave may be granted not to exceed twelve (12) days in any year at no deduction in salary as long as it is covered under the allowed leave days.
2. Emergency leave may be granted for problems for which preplanning is not possible or could not relieve the necessity for the employee's absence. Examples of emergency leave include, but are not limited to, court subpoenas, religious holidays, and funerals not covered in bereavement leave.
3. The Chief Human Resources Officer (and/or his/her designee), shall have the authority regarding disposition of the requests. Denials shall be provided in writing or via email. Requests denied shall be reconsidered by the Chief Human Resources Officer (and/or his/her designee), if requested by the employee.
- 4.. Employees who are members of recognized religious groups have the right to request in advance through human resources up to three (3) days per work year of non-accumulating accommodation leave when:
  - a. the recognized religious group celebrates a holy day or religious holiday and
  - b. requires attendance at the celebration and
  - c. the celebration is only scheduled at a time which conflicts with the employee's scheduled work day and shift.

#### D. Temporary Absence Leave

An employee who needs to be absent from duty for a period of up to two (2) hours or less for an emergency (including doctor's appointments), community service, or an educational growth activity may be excused by the supervisor without loss of pay, if, in the judgment of the supervisor, duties can be covered to the satisfaction of all concerned. This absence will not be used for an accumulated total of more than four (4) hours per year and must be taken in no less than 30 minute increments. Appointments that require absences greater than two hours shall be deducted from the appropriate leave.

#### E. Family Care Leave

An employee shall be allowed to use accrued sick leave to care for immediate family members

with a health condition that requires supervision or treatment. Immediate family is defined as parent, parent-in-law, brother, sister, husband, wife, son, daughter, grandchild, or person with whom one has had association equivalent to these family ties.

F. Family Medical Leave

An eligible employee is entitled to a total of twelve (12) work-weeks of family medical leave during any fiscal year (September 1-August 31), as provided for in Board of Directors' Policy 5404. Policy 5404 is included as Addendum B.

G. Paid Family and Medical Leave

Washington State Paid Family and Medical Leave (PFML): is a program managed by the Washington State Employment Department. The program commenced on January 1, 2020, and employees may be eligible to receive this benefit under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. When requesting information about leave options, employees will be given basic benefit information provided by PFML. Employees will need to contact the Washington State Employment Security Department for detailed information and to apply for the benefits.

H. Unpaid Leave

Employees shall, after notification by the Union to their designated supervisor, in accordance with the guidelines in Article II Section 4 (A) be allowed to take unpaid leave. Such leave time shall be for official Union business, and will not be charged against an employee's leave time or leave accounts.

Section 6 - Employee Attendance Incentive Program

This section shall be consistent with RCW 28A.400.210 or its replacement.

- A. Twelve (12) illness and injury leave days may be accumulated per year on a prorated basis to a maximum of one hundred eighty (180) days.
- B. After sixty (60) days have been accrued, an employee may exercise the option to receive remuneration for unused illness or injury leave accumulated in the previous year, at the rate equal to one (1) day for each four (4) full days accrued in excess of sixty (60) days.
- C. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four (4) days for every one (1) day's monetary compensation.
- D. At the time of separation from the Spokane School District employment due to retirement or death, remuneration shall be granted at a rate equal to one (1) day's current compensation for each four (4) days of accrued illness or injury leave. The maximum number of days which can be remunerated is twenty-five percent (25) of one hundred eighty (180) days (i.e., 45 days).

The provisions enumerated above shall be in effect upon the effective date of this law and shall continue in force unless RCW 28A.400.210 or its replacement is changed, or the law is found to be illegal or unconstitutional.

#### Section 7 - Bereavement Leave

- A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. Such leave shall be granted in incidence of a death in the employee's immediate family (including stepfamily) with pay for a period of up to five (5) days. Immediate family is defined as parent, parent-in-law, grandparent, grandchild, brother, sister, spouse or domestic partner, son, daughter, or other dependent child. Domestic partners must be registered with the State or the district must have an affidavit of Domestic Partnership already on file for benefit purposes.
- B. Each absence due to the death of a near relative in the employee's family shall be allowed for a period of up to two (2) days. (Near relative is defined as; nephew, niece, aunt, uncle, cousin, grand-parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law.
- C. In special cases, the Superintendent or designee may extend the definition of immediate family and/or grant extra days.
- D. Funerals and attendance to other business related to personal loss not covered in paragraphs A, B, and C above may involve the use of emergency leave or vacation leave.

#### Section 8 - Injury

Any employee who incurs a compensable injury as a result of performing work for the District and is unable to perform the duties of the employee's regular position at the time a physician or medical panel certifies that the employee is able to work, may be reassigned to another position without the position being posted and without regard to seniority. The employee may be assigned to a position outside of jurisdiction of the Union without loss of seniority. An employee not represented by the Union may be temporarily assigned (as recommended by the consulting physician) into a represented position without the position being posted and the employee shall not be required to pay a representation fee.

There will be no charges against an employee's accumulated sick leave for the first thirty (30) working days of lost time due to an on-the-job injury.

#### Section 9 - Jury Service

- A. A leave of absence with pay will be granted for jury duty; provided, however, that all per diem compensation received for jury duty performed during working hours shall be returned to the District. In the event per diem jury duty compensation exceeds the employee's daily salary, the employee shall return to the District only the equivalent daily salary.
- B. Upon receipt of a jury summons, the employee shall immediately notify his/her supervisor and shall request in writing that he/she be excused from work to perform jury duty.

- C. In instances where an employee is released from jury duty at midday or earlier, he/she shall return to his/her assignment.

**ARTICLE III**  
**REDUCTION IN FORCE**

Should it become necessary to reduce forces, all other factors being equal, seniority shall prevail in each classification in determining such layoffs.

Seniority for the purpose of this Section shall mean that such layoffs shall start with the last person hired and proceed up the list in order of hire except that foremen may be bypassed during layoff. Should the work force again be increased, the employees will be called back in the reverse order in which they were laid off. Seniority earned before the layoff will not be forfeited when an employee returns on call. Recall rights shall terminate after eighteen (18) months of continuous unemployment. Recall rights shall terminate at any time the employee declines a recall to work, except under extenuating circumstances.

**ARTICLE IV**  
**SUSPENSION, DISMISSAL, OR TERMINATION**

**Section 1 - Progressive Discipline**

- A. The District has the right to discipline, suspend, or dismiss for just cause. Prior to instituting progressive discipline steps, the District will have made a reasonable attempt to counsel with the employee and to clarify job expectations. All disciplinary action shall be in accordance with the principles of progressive discipline. Progressive discipline may include: written documentation of verbal warning, written warning, written reprimand, and suspension without pay. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.
- B. No employee shall be disciplined without such employee being informed by his/her supervisor of the right to have representation from the Union.
- C. After a supervisor concludes that actions of an employee may be cause for discipline, he/she shall notify the employee of the nature of the concern which has come to his/her attention and allow the employee an opportunity to meet with the supervisor and respond. Such notification must include complainant(s)' name(s). An employee or group of employees shall have the right to be accompanied by a representative of the Union during any such meeting. If, after the investigation is complete the District chooses to discipline the employee, the District may hand deliver the letter of discipline to the employee without calling a special meeting.
- D. An employee shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action and shall have access to the grievance procedure.

- E. After two (2) years from the date of the discipline, during which the employee has not had a recurrence of the behavior cited, the employee may submit a written request that the progressive disciplinary document revert to the next lowest step of progressive discipline. From the date of the request to lower the discipline level of the document, if there has been no reoccurrence, the new level of discipline will be noted as revised and dated on the original document. Documents lowered to the level of verbal warning will be removed from the personnel file and will be kept in the site supervisor's file only. Two years after the issuance (or dated change) of a verbal warning, the verbal warning will be removed from the supervisor's file upon receipt of a written request from the employee. The only reference to the discipline action will be kept in District records, separate from the employee's personnel file, as evidence of the District's handling of the matter. It cannot be used as a basis for future progressive discipline of the employee.
  
- F. The Washington Administrative Code governing acts of unprofessional conduct for certificated employees will be used as the guideline for all employees. In the event the disciplinary action falls under these standards, the two-year provision of this section may not apply.
  
- G. The District may counsel or clarify expectations verbally or in writing. If the District chooses to counsel the employee in lieu of disciplinary action, such action is not considered to be disciplinary and is therefore not subject to the provisions of Article IV, Section 1: Progressive Discipline.

Section 2 - Termination Notice

Regular employees will be given two (2) weeks' notice before terminating employment and, in return, shall be given two (2) weeks' notice of termination of employment in reduction of work force.

**ARTICLE V**  
**SETTLEMENT OF GRIEVANCES AND DISPUTES**

Section 1 - Definitions

A grievance is defined as an alleged violation of a specific term of the Agreement.

Days, unless otherwise defined herein, shall mean business days.

A grievant must file a grievance within ten (10) days of the alleged act giving rise to the grievance.

Any probationary employee who is laid off during their probationary period has no access to the grievance procedure found herein in regard to such termination.

Section 2 - Procedure

STEP 1

Each employee is encouraged to seek resolution of grievances through administrative channels and to discuss such problems first with the person to whom he/she is immediately responsible. If the matter is not resolved at that level or if the employee is reluctant to discuss the problem with his/her immediate supervisor, the employee should discuss the grievance with his/her department head.

## STEP 2

In the event that the grievance is not resolved at Step 1, the grievance shall be reduced to writing and presented within five (5) days to the Business Manager of the Union and the Director of Maintenance and Operations. The Director of Maintenance and Operations shall meet with the grievant and shall provide the grievant with a written disposition of the grievance within five (5) days after such meeting.

## STEP 3

In the event that the grievance is not resolved at Step 2, within five (5) days of receipt of the decision, the grievant may submit the grievance in writing to the Superintendent or designee. The Superintendent or designee shall meet with the grievant and shall provide the grievant with a written disposition of the grievance within five (5) days after such meeting.

## STEP 4

The parties agree to submit to arbitration any grievance which has not been resolved through the use of the above-enumerated grievance steps provided it is submitted within ten (10) days following its termination in the grievance procedure. The Union will notify the District in writing that the matter is to be submitted.

The PERC arbitrator should make every effort to present his/her report and findings in writing to both parties within thirty (30) days. The arbitrator shall be bound by the expedited rules of the American Arbitration Association. The arbitrator shall have no authority to extend, alter, or modify the terms of this Agreement and shall limit his/her findings and decisions solely to the interpretation and application of this Agreement.

If either party wishes to change the arbiter, a written request shall be submitted to the other party. The parties shall select another arbiter by mutual agreement. Except by mutual agreement, the incumbent arbiter cannot be replaced until a grievance in process has been culminated.

The arbiter's decision shall bind both of the parties. Both parties retain their usual right to seek legal relief regarding any arbiter's decision.

The District and the Union shall each bear its own expenses involved in the processing of a grievance. The two (2) parties shall share equally the cost of the arbiter.

Failure of either party to comply with the time limits set forth in this grievance procedure will serve to declare the grievance settled based upon the last request made or the last answer provided and no further action shall be taken. Grievances shall be processed during the period in which the

parties are available.

## **ARTICLE VI** **JURISDICTION**

### **Section 1 - Classification**

Workers employed under this Agreement shall work primarily in their particular classification. Should any condition arise that endangers life or property they may be assigned to work temporarily in another craft or classification.

The preventive maintenance crew will normally and primarily perform preventive maintenance work. The maintenance supervisor or the on-call supervisor may assign preventive maintenance personnel on emergencies, priority-type work when involving safety and health of others, and any other types of maintenance work when relating to job functions of preventive measures. (NOTE: Preventive maintenance work means any work done to prolong the life of equipment, facilities, prevent downtime, breakdowns, provision for safer operating standards, and improving health standards).

### **Section 2 - Dispute Resolution**

Should a question arise over assignment of work jurisdiction, a committee of three (3) representatives from Local No. 73 not directly involved in the dispute shall meet with representatives from the employer to advise the District in the District's settlement of the question.

## **ARTICLE VII** **WAGE SCALE/TRAVEL PAY**

### **Section 1 - Wage Scale**

See wage scale (Addendum A–2020-2021and–2021-2022)

### **Section 2 - Compensation**

The salary schedule for 2020-2021and 2021-2022 is presented in Addendum A. In the event that any provision of the compensation improvement combination as stated herein (which includes benefit language), in the opinion of the Office of the Superintendent of Public Instruction or other agency with jurisdiction to establish regulations for School District No. 81, places the District in violation of any compliance regulation, the District may take steps as necessary to adjust the compensation improvement to the extent that compliance is achieved, and shall consult with and supply documentation to the Union. The parties to this Agreement recognize that salary adjustments are provided by the State Legislature and any future salary improvements are provided by new legislation and/or modification of the state operating budget. This is not to imply that this language replaces the rights of the parties to negotiate wages and insurance.

### Section 3 - Stipends

The parties to this Agreement recognize the value of continuing general and technical education to both the employee and employer. For a four-year college degree the District agrees to provide incentives of \$400. For a two-year college degree the District agrees to provide incentives of \$300. Employees may select one stipend annually from the stipends for which he/she is eligible.

Verification to document work required to earn stipends must be turned in to the human resources office no later than May 15 to earn pay for that school year. The District will begin paying employees for the stipends the pay period following turning in the verification. Employees may elect to have the distributions made in twelve (12) equal payments in the monthly checks or in one lump sum.

### Section 4 - Travel

An employee directed by his/her supervisor to travel from one (1) site to another in his/her own vehicle during working hours shall be reimbursed for such travel at the regular established rate.

### Section 5 - Licenses/Classes

The District will pay for any classes or special licenses required by the District. The employee is responsible for those licenses required at the initial time of hire. The District will reimburse the employee for maintaining any required licenses following the initial time of hire.

Employees working on the swing shift preventative maintenance crew are required to maintain a first aid/CPR certification and the district will provide first aid training and any license fees. Employees assigned to the day shift are not required to have first aid training however the District may provide training in an effort to support a safe work environment. The District will make available at no cost to all bargaining unit employees voluntary first aid training during work hours with prior supervisory approval. If first aid classes are required by the District for designated positions on the day shift, such classes shall be offered to those employees during the regular workday.

In 2020-2021 fiscal year employees may earn two (2) \$200 stipend per fiscal year for completion of annual training topics. Topics shall be related to licensing or work requirements, and training will be approved by the maintenance supervisor.

Employees may accumulate and submit documentation of multiple training topics at one time. Accumulation of trainings should not exceed three years. In these instances, employees may receive one stipend payment for approved training or renewal in lieu of receiving the annual training stipend(s). The amount of the stipend paid will not exceed the total amount received if the stipend(s) were paid on an annual basis.

In the 2021-2022 fiscal year the two (2) \$200 training stipends will be eliminated and converted to a general wage scale increase. The conversion rate will be a .6% general wage scale increase applied to the schedule prior to applying the bargained wage increase for the 2021-22 fiscal year.



National Institute for Certification in Engineering Technology (NICET) Stipend: Current NICET II certification for passing exam and recognition for continuing education \$400 stipend per year in January. The initial certification for the NICET II stipend will be paid upon receipt of the certification. Human Resources must receive the initial certificate by the 10<sup>th</sup> of the month in order for the employee to receive the stipend payment in their next scheduled pay warrant. Stipends paid in subsequent years will be paid in the January warrant. A copy of NICET II certification must be submitted to Human Resources no later than January 10<sup>th</sup>. Only one (1) NICET stipend will be paid per school year.

The District will pay up to \$75 every two years for the cost of a certified card for employees who perform duties requiring a CDL driver's license.

TOOLS: An adequate supply of hand tools common to trade practices will be provided by the employee as follows. The District shall provide all additional tools necessary to perform the required tasks.

- |                          |                              |
|--------------------------|------------------------------|
| 1 hacksaw                | 1 crescent wrench            |
| 1 hammer                 | 1 voltage tester             |
| 1 belt and pouch         | 1 knife                      |
| 1 12' ruler              | 1 Phillips screwdriver       |
| 1 wire stripper          | 2 straight slot screwdrivers |
| 2 pairs of channel locks | 1 awl                        |
| 1 pair lineman's pliers  | 1 needle-nose pliers         |
| 1 pair diagonals         | 1 torpedo level              |

The District will replace lost, broken, or stolen tools if there is a reasonable attempt to secure the tools; and if the tools are typically available in the warehouse.

In the event a van or the maintenance center is broken into and burglarized, the District will provide the reimbursement of all personal tools lost.

The employee will submit a list to the foreman of all personal tools used on the job, with updates of all additions or deletions.

PROTECTIVE CLOTHING: Protective clothing shall include insulated overalls, insulated boots, gloves, and rain gear.

#### Section 7 - Longevity Stipend

Employees shall receive a \$200 longevity stipend for having completed twenty (20) years of employment with the district as of the previous September 1. This stipend shall be paid every year in February.

#### Section 8 - District Shirts

The District will purchase four shirts each year. Shirts can be any combination of short sleeve, long sleeve, and sweatshirts as long as the total expenditure does not exceed the allocation of two long-

sleeve and two short-sleeve shirts. These shirts will be purchased through the District.

#### Section 9 - Employee Safety

All employees will be required to wear identification tags as provided by the District while on duty.

#### Section 10 - Foreman

The District shall through standard hiring procedures, hire a foreman for the electrical crew. In addition, the District shall appoint an assistant foreman to serve in the foreman's absence.

#### Section 11 - Temporary Foreman

Due to the life safety issues faced by electricians, a temporary foreman shall be appointed consistent with the following guidelines:

1. Foreman and Assistant Foremen must be on approved leave (which includes sick leave).
2. Absence must be for one (1) hour or more.
3. Maintenance Department Manager will designate the temporary foreman.
4. Temporary Foreman will receive an increase of 12% (of their normal salary) for the period of time that they are the temporary foreman.
5. Seasonal workers are not eligible to be temporary foremen.

### **ARTICLE VIII** **PROTECTION FOR VEHICLE**

The District shall reimburse employees for vandalism damage done to an employee's vehicle under the following conditions:

- A. The employee claiming the loss must be the registered owner of the vehicle which has been damaged.
- B. The vandalism must have occurred while the employee was at a district work site performing district business, and
- C. Reimbursement shall be made per vandalism occurrence in the amount of \$125 or the employee's deductible, whichever is less.
- D. Any incident initiating a claim for reimbursement for loss must be reported by the employee to the building principal or supervisor and to the District Security Department.

E. Damage resulting from a collision or damage from another vehicle is not reimbursable.

**ARTICLE IX**  
**PROBATIONARY EMPLOYEES**

Any newly hired temporary or regular employee shall be considered a probationary employee for a period of six (6) consecutive months from the date of hire. Probationary employees will be eligible for the same retirement, health and welfare package as regular employees. The District may lay off probationary employees at any time during the six (6) consecutive month probationary period and the employee enjoys no automatic recall rights. Any probationary employee

who is laid off during the probationary period has no access to the grievance procedures found herein in regard to such termination or has no grounds of any kind for any cause of action against the District.

**ARTICLE X**  
**TEMPORARY EMPLOYEES**

**Section 1 - Union Resource**

Should it be necessary for the District to arrange for additional help of a temporary or seasonal nature, such help shall be secured through the Union if the District determines such identified help is qualified to perform the necessary work.

**Section 2 - Other Resources**

In the event additional, temporary, qualified help as determined by the District is not available through the Union, such qualified help may be hired directly by the District.

**Section 3 - Hiring Consideration of Temporary Employees**

Regular employees will be given the opportunity to provide the District with an assessment of temporary employees' performance for future rehire consideration. Individuals hired for seasonal or temporary positions may be considered for regular positions that become available; but, such individuals must apply for an open regular position at the time of posting (see Article I, Section 4, Vacancies). The District reserves the right to hire the most qualified applicant as determined by the District for regular, open positions, regardless of an individual's previous employment status with the District. Article III, Reduction in Force, shall not pertain to temporary employees.

**ARTICLE XI**  
**EMPLOYEE EVALUATION**

**Section 1 – Regular Status Evaluation Process:**

The parties agree that there will be no surprises on the performance evaluation report. Evaluator(s) will accurately inform employees of their progress during the evaluation process

All employees shall have one evaluation per school year. Employees on probation shall receive additional evaluations.

Evaluations shall be completed on a form developed by the District.

Evaluations shall be completed on or immediately before August 20.

The primary evaluator shall be the director of maintenance and operations or administrative supervisor or manager.

An employee shall be given a copy of any written evaluation report by his/her primary evaluator at least three (3) working days before any conference to discuss it. An employee with satisfactory marks in all areas may decline to meet with their supervisor(s). Employees with an overall Requires Improvement or Unsatisfactory rating must attend a conference with their primary evaluator. No employee shall be required to sign a blank or incomplete evaluation form. No evaluation report shall be placed in the employee's file without the employee's review. An employee has the right to attach comments to all evaluation reports.

An employee who receives an overall Unsatisfactory rating on their annual evaluation report may be placed on a Plan of Assistance at the discretion of the District.

### Section 2 – New Hire Probationary Status Employees

All new employees shall serve a six month probationary period. Probationary employees may be discharged at the discretion of the District during the probationary period.

Employees in their first sixty (60) days of employment may be discharged at the discretion of the District during the probationary period and shall have no access to the grievance procedures found herein in regard to such termination.

### Section 3 – Employee Plan of Assistance for Regular (non-probationary) Employees

Regular employees may be placed on a plan of assistance for performance deficiencies after receiving an overall Unsatisfactory on the annual evaluation report. Performance deficiencies will be communicated to the employee to provide an opportunity to improve job performance. The employee will be provided with suggestions and support for improvement of his/her performance.

Any plan of assistance will last a minimum of forty five (45) working days. The forty five (45) working days shall start the day after the employee attends the Plan of Assistance meeting. The plan shall be in writing.

An employee on a Plan of Assistance shall be removed from the plan at any time he/she has demonstrated improvement to the satisfaction of the primary evaluator, in those areas specifically detailed in his/her notice of the Plan. In this event, a statement shall be attached to the evaluation report indicating the employee has successfully met the conditions of the Plan of

Assistance.

If the employee on the Plan of Assistance has not demonstrated sufficient improvement after completion of the Plan, a recommendation may be made to the School Board that the employee be terminated.

## **ARTICLE XII** **RETIREMENT, HEALTH, AND WELFARE**

### **Section 1 - Retirement**

Each employee is placed on the Washington Public Employees' Retirement System and statutory deductions will be made from his/her wages to build up annuities for this retirement. If the employee leaves the employment of the School District prior to his/her retirement, the amount so deducted is returnable as per the provisions of the Washington Public Employees' Retirement System.

### **Section 2 – Benefits**

- A. The District will provide toward the employee's health insurance benefits program the amount of individual state appropriation allotted per month per full-time employee (FTE) for this purpose. Such premium money will be applied first toward dental, vision, basic life insurance, and long term disability insurance and then to a district-approved medical plan of the employee's choice at the composite rate. Any cost beyond the State allocation per month shall be borne by the employee through payroll deduction or on a direct-pay basis if the payroll warrant does not contain an amount sufficient to cover the cost. The District will also pay the monthly cost per FTE billed by the state for retirees' health benefits.
- B. Any additional District contributions during the life of this Agreement will be provided as a result of new legislation and/or modification of the state operating budget which authorizes and funds such improvement in the District contribution. Furthermore, benefits provided will be in accordance with state and federal rules and regulations. Sections that may prove to be out of compliance or may be amended or nullified by state or federal laws will be brought into compliance with the laws, rules, and regulations in effect. Compliance required will be communicated to the Union. If there are options and alternative to bring the District into compliance, those will be negotiated with the Union.
- C. Eligible employees for benefits are those employees who work at least half time or more in a regular position. The District will use 1,440 hours for an FTE for calculation of basic health benefits. The formula for calculation to be days x hours divided by 1,440 equals percentage of an allowable monthly benefit amount.
- D. An eligible employee and dependents must enroll within thirty (30) calendar days of the date when first eligible to qualify for employee benefits. The open enrollment period for all employee benefits will be on an annual basis determined by the plan administrator. If an employee has a change in family or employment status outside the annual open enrollment period, changes may be requested by completing the required paper work within thirty (30) calendar days of the

qualifying event. Acceptance and approval of the changes made by an employee are subject to the terms and conditions of the master contract and plan description of the insurance carrier or the IRS rules and regulations.

- E. Fringe benefit pooling practices will be in accordance with RCWs.
- F. Employees shall have access to flexible benefits plan (under Section 125 of the IRS Code) for District-designated benefits for all employees who are eligible for the health insurance benefits program.
- G. Employees will have access to purchase district sponsored optional insurance benefits payable through the payroll deduction plan.
- H. The District shall provide automatic payroll deduction for health club fees at the employee's option.
- I. COBRA continued coverage and other extended coverage will be offered to all eligible employees as required by law, and/or carrier limitations.
- J. Beginning July 1, 2016, the District will contribute \$75 per month per employee prorated by the employee's benefit FTE to a VEBA account (a tax free health reimbursement account). In addition, in accordance with state and federal law, employees have the opportunity to participate in making additional VEBA contributions based on the outcome of the employee group vote conducted by the IBEW. VEBA funding options include: sick leave cash out at retirement and annual sick leave sell back. If one (1) or more options are adopted by the employee group vote, all eligible employees in the group must participate. The IBEW will annually notify the District by November 15<sup>th</sup> of participation in the VEBA plan and approved employee funding options. The IBEW's written notification to the District will constitute agreement of the parties for implementation of VEBA contributions for the next calendar year. The election results remain in place for the entire calendar year. .
- K. The Employee Benefits Communication Committee (EBCC) will continue to review employee health insurance program options. The Union will work with the District to educate members about the health insurance benefits program and other related services that can assist in managing and/or reducing anticipated premium increases.
- L. Tax sheltered annuity deposits shall be transferred by payday each month.
- M. The District shall provide payroll deductions for one or more Guaranteed Education Tuition programs.

**ARTICLE XIII**  
**PROHIBITION AGAINST STRIKES AND LOCKOUTS**

The parties mutually agree that there shall be no strikes, lockouts, or other slowdowns or cessation of work during the life of this Agreement.

**ARTICLE XIV**  
**EMBODIMENT**

The Agreement expressed herein constitutes the entire Agreement except as this Agreement may be amended by mutual agreement hereafter.

**ARTICLE XV**  
**SAVINGS CLAUSE**

If any provision of this Agreement or of the application of such provision should be found contrary to law or declared invalid by a tribunal of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree that the courts and PERC shall be considered tribunals of competent jurisdiction in such matters. Should the state auditor and/or attorney general issue an opinion that a contract provision or practice does not comply with law, the parties agree that either side has the right to seek legal determination of such opinion and if declared invalid, the invalid portion will be stricken from the Agreement upon receipt of such decision and the parties agree to negotiate replacement language.

ARTICLE XVI  
TERM OF AGREEMENT

This Agreement is entered into between Spokane School District No. 81, the Employer, and the International Brotherhood of Electrical Workers, Local Union No. 73. The Agreement shall be in full force and effect beginning September 1, 2020 and shall remain in full force and effect through August 31, 2022, except either party hereto may serve written notice on the other party not less than sixty (60) days prior to August 31, 2022, for the purpose of negotiating a successor Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE HERE UNTO SET THEIR HANDS AND SEAL THIS  
13th DAY OF JANUARY 2021.

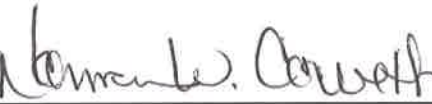
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
LOCAL UNION NO: 73

  
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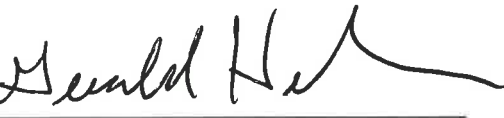
Ken D. Brown

  
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James L. Daniels

  
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Norman W. Carveth

  
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Gerald Helm

  
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Cody Gagner

SPOKANE SCHOOL DISTRICT NO 81:

  
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President, Board of Directors

  
\_\_\_\_\_

Secretary, Board of Directors

  
\_\_\_\_\_

Executive Director, Human Resources



## ADDENDUM A Salary Schedule 2020-2021 & 2021-2022

Sept. 1, 2020

SPOKANE SCHOOL DISTRICT NO. 81  
ELECTRICIANS SALARY SCHEDULE - EL, 2020-21

LEVEL			Years of Experience							
			1	2	3	4	5	6	7	8
1	Electrician	Annual	68,358.76	67,188.26	68,028.13	68,878.47	69,739.45	70,611.20	71,493.82	72,387.49
		Monthly	5,529.90	5,599.02	5,669.01	5,739.87	5,811.82	5,884.27	5,957.82	6,032.29
		Hourly	31.60325	32.30205	32.70583	33.11465	33.52858	33.94769	34.37203	34.80168
2	Electrician PM Crew	Annual	69,013.11	69,875.77	70,749.24	71,633.62	72,529.02	73,435.61	74,353.57	75,283.00
		Monthly	5,751.09	5,822.98	5,895.77	5,969.47	6,044.09	6,119.83	6,196.13	6,273.58
		Hourly	33.17938	33.59412	34.01406	34.43924	34.86972	35.30558	35.74691	36.19375
3	Electrician PM Lead	Annual	71,773.64	72,670.83	73,579.21	74,498.96	75,430.20	76,373.09	77,327.74	78,294.32
		Monthly	5,981.14	6,055.90	6,131.60	6,208.25	6,285.85	6,364.42	6,443.98	6,524.53
		Hourly	34.50856	34.93790	35.37482	35.81881	36.26452	36.71783	37.17880	37.64150
4	Foreman	Annual								
		Monthly								
		Hourly								

Level			Years of Experience							
			9	10	11	12	13	14	15	16
1	Electrician	Annual	73,473.32	74,575.43	75,694.03	76,829.44	77,981.88	79,151.81	80,338.92	81,544.01
		Monthly	6,122.78	6,214.62	6,307.84	6,402.45	6,498.49	6,595.97	6,694.91	6,795.33
		Hourly	35.32371	35.85357	36.39136	36.93723	37.49129	38.05366	38.62448	39.20385
2	Electrician PM Crew	Annual	76,412.25	77,558.42	78,721.80	79,902.62	81,101.18	82,317.68	83,552.46	84,805.76
		Monthly	6,367.69	6,463.20	6,560.15	6,658.55	6,758.43	6,859.81	6,962.71	7,067.15
		Hourly	36.73686	37.28770	37.84702	38.41472	38.99095	39.57581	40.16945	40.77200
3	Electrician PM Lead	Annual	79,498.73	80,660.78	81,870.89	83,098.72	84,345.21	85,610.39	86,904.56	88,197.99
		Monthly	6,622.39	6,721.73	6,822.56	6,924.89	7,028.77	7,134.20	7,241.21	7,349.83
		Hourly	38.20812	38.77922	39.36091	39.95131	40.55058	41.15884	41.77623	42.40288
4	Foreman	Annual	82,260.10	83,524.46	84,777.35	86,048.98	87,339.74	88,649.83	89,979.57	91,329.20
		Monthly	6,857.51	6,960.37	7,064.78	7,170.75	7,278.31	7,387.49	7,498.30	7,610.77
		Hourly	39.66255	40.15599	40.75834	41.36970	41.99028	42.62011	43.25941	43.90830

Sept. 1, 2021

SPOKANE SCHOOL DISTRICT NO. 81  
ELECTRICIANS SALARY SCHEDULE - EL, 2021-22

LEVEL			Years of Experience							
			1	2	3	4	5	6	7	8
1	Electrician	Annual	68,002.04	68,943.22	69,805.01	70,677.59	71,561.05	72,455.57	73,361.25	74,278.28
		Monthly	5,674.34	5,745.27	5,817.08	5,889.80	5,963.42	6,037.98	6,113.44	6,189.86
		Hourly	32.73856	33.14578	33.56010	33.97961	34.40435	34.83441	35.26983	35.71070
2	Electrician PM Crew	Annual	70,815.74	71,700.91	72,597.20	73,504.70	74,423.48	75,353.74	76,295.69	77,249.39
		Monthly	5,901.31	5,975.08	6,048.77	6,125.39	6,201.98	6,278.48	6,357.97	6,437.45
		Hourly	34.04603	34.47159	34.90250	35.33880	35.78062	36.22776	36.68562	37.15413
3	Electrician PM Lead	Annual	73,648.37	74,569.00	75,501.11	76,444.87	77,400.44	78,367.95	79,347.55	80,339.38
		Monthly	6,137.36	6,214.08	6,291.76	6,370.41	6,450.04	6,530.66	6,612.30	6,694.95
		Hourly	35.40787	35.85048	36.29861	36.75234	37.21175	37.67690	38.14786	38.62470
4	Foreman	Annual								
		Monthly								
		Hourly								

Level			Years of Experience							
			9	10	11	12	13	14	15	16
1	Electrician	Annual	75,392.43	76,523.32	77,671.15	78,836.22	80,018.76	81,219.05	82,437.37	83,673.93
		Monthly	6,282.70	6,376.94	6,472.60	6,569.69	6,668.23	6,768.25	6,869.78	6,972.83
		Hourly	36.24636	36.70006	37.14900	37.60203	38.07056	38.54472	39.02453	39.50895
2	Electrician PM Crew	Annual	78,408.14	79,594.25	80,778.01	81,969.67	83,219.55	84,487.82	85,774.85	87,020.88
		Monthly	6,534.01	6,632.02	6,731.50	6,832.47	6,934.96	7,038.99	7,144.57	7,251.74
		Hourly	37.69822	38.26166	38.83558	39.41811	40.00940	40.60953	41.21868	41.83666
3	Electrician PM Lead	Annual	81,544.47	82,767.65	84,006.16	85,269.27	86,548.30	87,846.53	89,164.25	90,501.74
		Monthly	6,795.37	6,897.30	7,000.76	7,105.77	7,212.36	7,320.54	7,430.35	7,541.81
		Hourly	39.20407	39.79214	40.38902	40.99484	41.60976	42.23391	42.86743	43.51045
4	Foreman	Annual	84,439.53	85,708.13	86,991.74	88,299.58	89,621.04	90,955.37	92,329.85	93,714.80
		Monthly	7,036.63	7,142.18	7,249.31	7,358.05	7,468.42	7,580.45	7,694.15	7,809.57
		Hourly	40.59593	41.20487	41.82295	42.45028	43.08704	43.73335	44.38935	45.05510

Employees move from one step to another at the beginning of the year identified on the next step, not at the completion of the year.

The preventive maintenance crew as established shall receive the regular wage scale (95 percent, 100 percent) plus a swing shift premium of 4% per hour or, at its option, the District may have the employee(s) work a 7 1/2-hour shift but the employee(s) will be paid for 8 hours of work.

When an employee is acting as the temporary foreman, Article VII, Section 9 shall apply.

The annual salary determination for electricians will be computed on 2080 hours per year.

**ADDENDUM B**  
**FAMILY MEDICAL LEAVE PROVISION**

An eligible employee is entitled to a total of twelve (12) workweeks of family medical leave during any fiscal year (September 1-August 31). A regular employee shall first become eligible for family medical leave following the adjusted anniversary of his/her date of hire. Employees other than regular employees shall be eligible, according to the eligibility provisions established in the family medical leave act.

An eligible employee is entitled to family medical leave for:

- The birth of a child and to care for such child.
- The placement of a child with the employee for adoption or foster care that requires state action.
- Caring for the employee's seriously-ill spouse, parent (not parent-in-law), child under eighteen (18) years of age or a child over age 18 who is "incapable" of self-care because of a mental or physical disability.
- A "serious health condition" that makes the employee unable to perform his/her job functions.

For purposes of family medical leave:

"Incapable of self-care" means that he/she is incapable of performing several of the basic activities of daily life without the assistance of another person.

"Spouse" is defined in accordance with state laws. Unmarried domestic partners do not qualify for family medical leave to care for their partner.

"Serious health condition" covers conditions or illnesses affecting one's health to the extent that inpatient care is required or absences are necessary on a recurring basis or for more than a few days of treatment or recovery. Prenatal care is explicitly included; routine physical examinations are explicitly excluded.

If leave is taken for birth or placement for adoption or foster care and both spouses work for Spokane School District No. 81, the family medical leave that may be taken is limited to a combined total of twelve (12) work-weeks, provided that any period of physical disability taken by the biological mother shall not be included in the twelve (12) week limitation.

Family medical leave shall be without pay for all or part of the leave. An employee may elect to use accrued sick leave to which he/she is entitled prior to going on unpaid family medical leave. When requesting family medical leave, the employee shall notify the District of his/her intentions regarding use of accrued paid leave to which he/she is entitled.

Spokane School District No. 81 shall be responsible for maintaining coverage under any group health plan for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment for the duration of such leave. If the employee fails to make timely payment of his/her portion of the premium, the District shall cease to maintain health coverage. Upon the employee's return to work, the employee's group health benefits will be restored to the terms that would have been provided if the employee had continued in employment for the duration of such leave.

If the employee fails to return from family medical leave the district may deduct from any sums owed to the employee for all premiums paid during the leave. Any amount not received by deduction, the former employee must reimburse directly to the District.

Family medical leave taken on an intermittent basis (such as working a reduced work-week) for purposes of birth or because of placement for adoption or foster care requires district approval. Leave to care for a seriously ill family member or because of the employee's own serious health condition may be taken whenever medically necessary. If an employee requests intermittent leave to care for a seriously-ill family member or for the employee's own serious health condition and the need for leave is foreseeable based on planned medical treatment, the district may temporarily transfer the employee to an available alternate position with equivalent pay and benefits, if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job.

For part-time employees and those who work variable hours, the family medical leave entitlement is calculated on a pro rata or proportional basis. Employees not eligible for medical benefits will receive leave only.

Upon returning from family medical leave, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

An employee who plans to take family medical leave must provide the District with the written notice at least thirty (30) days in advance, unless the leave is not foreseeable, in which case the employee must notify the District as soon as possible.

Employees should consult with their supervisor when giving notice regarding planned medical treatments and make reasonable efforts to schedule the leave so as to not unduly disrupt the district's operations, subject to the approval of the health care provider.

The District may require certification (and subsequent recertification to support continuing leave) for medical leave and may require the employee to obtain a second medical opinion at the District's expense. The District may also require periodic reports from an employee on family medical leave regarding the employee's status and intent to return to work.

The District may require instructional employees who request intermittent (or reduced) leave for planned medical treatment for more than 20 percent of the total number of days in the period during which the leave would be used to elect to:

- Take leave for a particular duration of time which is not greater than the duration of the planned treatment, or
- Be transferred to an alternative position.

Instructional employees who request a period of leave near the end of an academic term may be required to continue taking leave until the end of the term.