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IDnum 292 **Language** English **Country** United States **State** WA

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 270-K

Occupations Represented
Electrical and electronics engineers, except computer
Broadcast and sound engineering technicians and radio operators

Bargaining Agency Spokane School District No.81 Board of Directors

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2001 **EndYear** 2004

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Notes

Contact

Full text contract begins on following page.

September 1, 2001 to August 31, 2004

Collective Bargaining AGREEMENT

between

Spokane School District No. 81
Board of Directors
And the
Washington State Council of County
& City Employees, AFL-CIO

representing

KSPS Television Employees



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 Spokane District Broadcast employees; to establish rates of pay and hours of work; and to define and set forth such benefits as pension plan, health and welfare, sick leave, vacations, and paid holidays; 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's group to their mutual advantage and the protection of the investing public.

ARTICLE I - RECOGNITION

Section 1 - Recognition:

Recognizing that united effort can bring a benefit both to the individual and to the community, the School District recognizes Local No. 270-K, Council No. 2, Washington State Council of County and City Employees, AFSCME, AFL-CIO, as the sole collective bargaining representative of all full time and part-time employees identified in Article XX, Section 2.

Section 2 - Definition:

Full time employees are those who work twelve (12) months per year at eight (8) hours per day (2,080 hours per year), five (5) days per week or ten (10) hours per day (2,080 hours per year) for four (4) days per week.

Part-time employees are those who work regularly twenty (20) hours or more per week but less than 2,080 hours per year.

Section 3 - Standards of Conduct:

Recognizing the fact that employees will be working among students, high standards of conduct, speech, and morality will be required in all employees.

ARTICLE II - UNION SECURITY

Section 1 - Membership:

All present employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing within thirty-one (31) days after the signing of this Agreement. All future employees shall be required to become and remain members in good standing within thirty-one (31) days after employment. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written

notice to the Employer from the Union; provided that any employee having objections to Union membership based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member shall pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the objecting employee and the Union. Written proof of payment shall be given to the authorized representative of the Union.

For the purpose of this Agreement, the tendering of initiation fees and periodic dues uniformly required as a condition of retaining membership shall constitute good standing in the Union.

Section 2 - Union Dues:

The Employer agrees to deduct Union membership dues once each month from the pay of those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Secretary/Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union after such deductions have been made.

ARTICLE III - LABOR/MANAGEMENT MEETINGS

Section 1 - Meetings:

The Employer and the Union will conduct regular labor/management meetings for the purpose of addressing issues and/or resolving problems that may arise relative to the administration of this Agreement. Meetings will be conducted quarterly at the request of Management or the Union President, but they may be scheduled more frequently by mutual agreement

Section 2 - Representatives:

Management representatives will meet with up to three (3) members of the Union at mutually agreed upon times. Additional persons may participate by mutual agreement. The Union will submit all topics of discussion to Management at least forty-eight (48) hours prior to the meeting at which time they will be discussed. Safety items shall be included as eligible topics for discussion in labor/management meetings.

Section 3 - Policies:

Policies adopted by the School Board of Directors which cover employees represented in this bargaining unit shall be subject to negotiations, if requested by the Union. The District shall

provide the Union representative with copies of all policies adopted and/or revised by the Board of Directors.

ARTICLE IV – PERSONNEL

All new employees shall serve a probationary period of ninety (90) calendar days during which time the employee may be discharged at the discretion of the District without recourse to the Grievance Procedure. Employees who have been transferred, reassigned, or promoted shall serve a probationary period of sixty (60) calendar days in the new position. If, during such probationary period, the District determines that an employee is not capable of continuing in the position to which the employee was transferred, reassigned, or promoted, the employee shall revert to the position which the employee vacated. Employees who have been promoted, voluntarily transferred, or voluntarily reassigned shall have the right to return to the position previously held provided the position still exists and further provided that the request is made within sixty (60) calendar days of assignment to the new position.

ARTICLE V - HOURS OF WORK

Section 1 - Work Week:

The work week for full time employees shall consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off, or shall consist of four (4) consecutive ten (10) hour days with three (3) consecutive days off. For part-time employees, the work week shall be as scheduled by mutual agreement.

Section 2 - Overtime:

Any time worked in excess of eight (8) hours per day or forty (40) hours per week (in the case of the five [5] day work week), or any time worked in excess of ten (10) hours per day or forty (40) hours per week (in the case of the four [4] day work week) shall be paid for at the rate of time and one-half (1-1/2).

Employees shall be paid twice (2) their regular rate for those hours worked in excess of four (4) hours beyond their regular shift for the work performed at the work station designated for that day. In the event the excess work occurs on a holiday, this section will not apply and Article VII shall be controlling.

Section 2.1 - Distribution:

The District agrees to distribute overtime as equitably as possible in keeping with the needs of the station and skills of employees. Employees selected to work overtime may decline the opportunity. In the event an insufficient number of employees wish to accept overtime opportunities, the least senior employee(s) possessing the necessary skills shall be required to work.

Section 3 - Meal Periods:

All full time employees, and part-time or intermittent employees who are assigned eight (8) hours or more, shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

Employees scheduled to work Saturdays, Sundays, or holidays and other operations as the need arises may be assigned to eat lunch on duty.

Section 4 - Work Schedules:

Work schedules showing the employee's shifts, work days, and hours shall be posted on all Department bulletin boards at all times. Except for emergency situations, as determined by the Employer, work schedules shall not be changed upon less than one (1) week's notice unless changes are mutually agreed upon by the Employer and the employee. Employees must request unscheduled or unpaid leaves one (1) week in advance of such absences. Other exceptions may be made by mutual agreement.

An emergency is defined as a situation which is unplanned or unanticipated. Emergencies shall include the absence of a regular shift employee.

Section 5 - Call Out Time:

When a regular full time employee, after regularly scheduled working hours or on days off, including vacation, is called to return to duty, such call out time period shall be paid for at the rate of time and one-half (1-1/2) with a guaranteed minimum of four (4) hours at the straight time rate.

Section 6 - Shift Differential:

A thirty-cent (\$.30) per hour shift differential will be paid for all hours worked between 11:00 p.m. and 7:00 a.m.

Section 7 - Turn-Around Pay:

When an employee is scheduled so that they do not have a full ten (10) hours between shifts or a full fifty-eight (58) hours between work weeks (eighty-two [82] hours for those working

four/ten [4/10] hour shifts) that employee shall be paid an additional one-half (1/2) times their normal hourly rate for hours worked that break into their off time. Overtime hours worked by the employee shall not be figured as hours worked for the purposes of this provision, nor shall shift trading when requested by the employees involved.

Section 8 - Working Out of Class:

When an employee has been notified by the employee's immediate supervisor to fill a vacancy at a higher level job or to perform the duties of that position for a period of more than four (4) hours in a work day, the employees shall be compensated for the entire shift at the entry step for that job or, if that rate is not equal to one (1) full step, the employee shall be given the rate of one (1) full step. If the period of time does not equal four (4) hours, no extra compensation shall be made. Training in a different classification shall not apply to this Section.

Section 9 - On Call & Standby:

On Call: On call will be that period of time where the employee is released from duty but expected to remain in such a position whereby the employee can react to emergency calls or summons within a fifteen (15) minute period.

Standby: If an employee is directed by a Supervisor to be available for work and respond when called, the employee shall be compensated at the State of Washington or the Federal minimum wage, which ever is greater, for each hour required to Standby. The employee shall report in a ready condition. Standby assignment will be distributed as equitably as possible. As part of the job duties for part-time employees, they will be called to fill in as the need arises. This does not constitute standby status.

An employee on Standby, who is called out, shall be paid the rate of time and one half (1 and ½) the employees regular rate of pay for the period of call out with a minimum of two (2) hours at time and one half (1 and ½). Upon the completion of the call out (minimum of [2] hours) the employee shall revert to Standby pay status. Part-time employees will not receive overtime for call-out hours unless the employee has exceeded 40 hours in the work week.

ARTICLE VI - VACATIONS

Section 1 - Eligibility:

Full time employees (twelve [12] months, eight [8] hours per day, or ten [10] hours per day) shall be eligible for paid vacation according to the following schedule:

1 through 4 years	10 days (80 hours)
5 through 9 years	15 days (120 hours)
10 through 24 years	20 days (160 hours)
25 years and more	23 days (184 hours)

New employees shall begin to accrue vacation from the date of employment and shall be eligible to draw vacation on a prorated basis (10/12 of a day for each full calendar month of employment) effective the first July 1 following the date of employment. Employees who resign or are terminated during the year shall be eligible for prorated vacation.

Date of hire will determine eligibility for fifteen (15) and twenty (20) days of vacation. Vacation acquired in excess of ten (10) days per year will be prorated through June 30 during the first year of eligibility.

Section 1.1 - Vacation Leave for Part-time Employees:

Regularly assigned part-time employees will be granted prorated vacation leave, based on average hours per day. The hours per day will be calculated on January 1 and July 1 of each year. This calculation will be figured by taking the total number of regular and overtime hours worked and dividing by the number of work days in that six (6) month period. The average hours will be rounded to the nearest half-tenth and vacation will be prorated using that figure for the next six (6) months. No adjustments will be made retroactively unless the position's scheduled hours are increased by the District.

Section 2 - Vacation Days:

Vacation leaves shall be granted at the time requested by the Employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee who makes the first request, regardless of their full or part-time status, shall be given his/her choice of vacation leave. Such vacation leave shall be requested in writing by the employee at least two (2) weeks in advance of the first day of vacation. Exceptions may be granted by department heads dependent on circumstances of the request. All vacation schedules must have prior approval by the department head.

Employees shall receive three (3) additional vacation (eligible for sellback) days. Of these three (3) days, two (2) are eligible for carryover or three (3) are eligible for cash out annually at the employee's daily per diem rate. If an employee terminates during the year, these days shall be prorated and cashed out. If carried over, the employee may accumulate these days to a maximum of five (5) days. Therefore, one day must be used or lost each year (i.e., if employee accumulates five

(5) days, they may only cash out four (4), and must use or lose one day.) The request for leave must be made by the end of the prior regularly scheduled work day. The employee is not required to state the reasons for the request to take such leave days. These leave days are separate from sick and emergency leave days.

Section 3 - Carry-Over:

Employees must take their annual accrued vacation prior to July 1 of the following year except that employees may carry over up to a maximum of one (1) year's accrued vacation with prior approval.

Twelve month employees may elect to be paid for up to thirty (30) days of accumulated vacation at the per diem rate at the time of severance from employment with the District, but in no event shall an employee be entitled to cash out unused vacation in excess of a total of thirty (30) days during an employee's last two years of employment.

Section 4 - Forfeiture:

Any employee directed by Management to defer their vacation because of work schedules shall not forfeit any accumulated vacation leave. The employee's vacation shall be rescheduled by mutual agreement.

ARTICLE VII - HOLIDAYS

Section 1 - Full-time Employees:

Recognized paid holidays for full-time employees shall be as follows:

New Year's Eve Day	Labor Day
New Year's Day	Veterans' Day
Martin Luther King's Day (floating holiday)	Thanksgiving Day
Presidents' Day	The day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

The scheduling of the floating holiday shall be approved in advance by the supervisor.

In case any of these holidays fall on Saturday or Sunday, or on an employee's normal day off, the employee shall be given some other agreed-upon day. Any employee required to work on any of the twelve (12) listed holidays shall be paid at the rate of time and one-half (1-1/2) in addition to his/her regular pay. To be eligible for a holiday, the holiday must occur during his/her

scheduled work week and the employee must be on paid status on the day before and the day after the holiday.

Section 2 - Part-time Employees:

Regularly assigned part-time employees will be granted prorated holiday pay based on average hours per day. The hours per day will be calculated on January 1 and July 1 of each year. This calculation will be figured by taking the total number of regular and overtime hours worked and dividing by the number of work days in that six (6) month period. The average hours will be rounded to the nearest half-tenth and holiday pay will be prorated using that figure for the next six (6) months. No adjustments will be made retroactively unless the position's scheduled hours are increased by the District.

ARTICLE VIII - LEAVES

Section 1 - Sick and Injury Leave for Full-time Employees:

Sick leave as defined as days absent from duty because of personal sickness or injury and for which no deduction is made in compensation of the employee.

After an illness of five (5) consecutive working days or forty (40) consecutive working hours, employees are to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence. A doctor's statement may be required at any time in those instances where the department head questions the appropriate use of sick leave.

Sick and injury leave may be taken to the full amount of accumulation.

Accumulated sick leave may be credited as service for retirement pursuant to the limits of RCW 58.28A.

Unused sick and injury leave shall accumulate in accordance with the appropriate Washington Administrative Code and sick leave cash out shall be administered in accordance with the appropriate Washington Administrative Code.

Employee Attendance Incentive Program: This section shall be consistent with RCW 58.28A or its replacement. SSB 3880 provides:

- 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 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 and injury leave. The maximum number of days which can be remunerated is twenty-five percent (25%) of one hundred eighty (180) days, which is forty-five (45) days.

The provisions enumerated above shall be in effect upon the effective date of this law and shall continue in force unless RCW 58.28A is changed, or the law is found to be illegal or unconstitutional.

Section 2 - Sick and Injury Leave for Part-time Employees:

Part-time employees shall be eligible for prorated sick leave according to the following formula: hours worked per year divided by two thousand eighty (2,080) multiplied by twelve (12):

$$\frac{\text{Hrs. Worked/Year}}{2,080} \times 12$$

Sick leave accrual shall be based on the employee's regular and overtime hours worked.

Sick leave for part-time employees shall be subject to the same definitions and restrictions as set forth in Section 1, A through E above for full-time employees, as applicable.

Section 3 - 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 treatment or supervision. Immediate family is defined as a parent, parent in-law, brother, sister, husband, wife, son, daughter, grandchild or person with whom one has had association equivalent to these family ties.

Section 4 - Family and Medical Leave:

An eligible employee is entitled to a total of twelve (12) work weeks of family and medical leave during any fiscal year (September 1 - August 31), as provided for in Board of Director's Policy 5242, Section I.D, and dated November 6, 2000. Policy 5242, Section I.D., is included as Addendum B.

Section 5 - Temporary Absence

Employees are expected to schedule appointments and events that might take them away from their paid duties for a short time period outside of regular work hours whenever possible.

A temporary absence may be requested on an occasional basis as stipulated in the following language:

If an employee needs to be absent from duty for a period of less than two (2) hours for an emergency (including doctor's and dentist'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.

Additionally, supervisors may allow employees to flex his/her normal work hours if the work duties can be appropriately covered. Any such flex time hours will not result in the employee working over 40 hours in the work week, and will not be counted toward overtime.

Requests for temporary absences will be made using the district form titled Request for Temporary Absence (Two or less hours).

Section 6 - Emergency Leave:

Emergency leave may be granted not to exceed twelve (12) days at the employee's normally assigned work rate at no deduction in salary as long as it is covered under the allowed leave days.

Emergency leave shall be allowed for critical illness or injury in the employee's immediate family. Critical illness or injury in the employee's immediate family would include surgical operations and in-hospital emergency treatment, and presupposes a doctor's attendance. Common illnesses and medical appointments of children and relatives are not considered as covered under this provision.

Emergency leave may be granted for problems for which pre-planning is not possible or could not relieve the necessity for the employee's absence (i.e., religious holidays, funeral of a friend, etc.).

One (1) of the emergency leave days may be taken as special emergency leave. The request for leave must be made in ample time for full consideration, and the dates for utilization must be approved in advance by the supervisor. The employee is not required to state the reasons for the request to take such emergency leave days. The reason for consideration of approval shall be based on whether or not the duties of the work station can be adequately maintained. Special emergency leave days cannot be used for alternative employment activities or for activities which are contrary to the interest of the District. If taken, these days shall be deducted from the accumulated sick leave and the twelve (12) days annual allocation of emergency leave days.

Requests for emergency leave should be made through the employee's immediate supervisor. The Assistant Superintendent, Human Resources shall have the authority regarding disposition of the request. Requests denied may be reconsidered by the Assistant Superintendent, Human Resources and denials shall be subject to the grievance procedure.

Section 7 - Leave Days:

Part-time employees (regularly assigned twenty [20] hours or more per week) shall be allowed sick leave, injury leave, and emergency leave on a pro rata basis. Full-time employees (twelve [12] month, eight [8] hours per day, or ten [10] hours per day) shall be allowed sick leave at the rate of ninety-six (96) hours per year of employment.

A continuing employee shall be entitled to a yearly allowable number of such leave hours on the day the employee is scheduled to report to work in the new school year.

If employment is terminated during the year for other than health reasons, the hours 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 hours used but not earned. A person commencing employment during the school year will be granted leave hours on a pro rata basis.

Section 8 - Bereavement Leave:

Each employee may be granted bereavement leave for absence due to a death in the employee's immediate family or the death of a near relative. Requests for bereavement leave shall be made through the employee's immediate supervisor. The Assistant Superintendent, Human Resources shall have the authority regarding disposition of the requests. Requests denied may be reconsidered by the Assistant Superintendent, Human Resources and denials may be subject to the grievance procedure. Such leaves may be granted under the following conditions:

- A. Each absence due to a death in the employee's immediate family (including stepfamily) shall be allowed with pay for a period up to five (5) days. (Immediate family is defined as parent, parent-in-law, brother, sister, husband, wife, son, daughter, grandchild, grandparent, or person with whom one has had an association equivalent to these family ties.)
- B. Each absence due to the death of a near relative in the employee's immediate family shall be allowed for a period of up to two (2) days. (Near relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law or 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 & C above may involve the use of special leave, emergency leave, or vacation.

Section 9 - Jury Duty:

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall remit to the District all per diem compensation exclusive of mileage received for jury duty performed during work hours.

Section 10 - Civic Duty:

Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved as plaintiff or defendant shall be granted a leave of absence with pay as set forth in the following paragraph for the period necessary to fulfill their responsibility.

Employees shall remit to the District all per diem compensation exclusive of mileage received for civic duty performed during work hours.

ARTICLE IX - REDUCTION IN FORCE

Should it become necessary to reduce forces, all other factors being equal, seniority shall prevail in each classification in relationship to the needs of the District. Seniority, for the purpose of this Article, shall mean that such layoffs shall start with the last person hired and proceed up the list in order of hire. Only seniority earned by employees while working full-time shall be considered in layoff, except that permanent part-time employees shall accrue seniority on a prorated basis for the purposes of this Article. If obviously qualified, an employee may displace a less senior employee in a lower job classification. 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.

Seniority shall terminate after eighteen (18) consecutive months of continuous unemployment except in cases of injury on the job or an Employer-approved leave of absence, in which cases said employee's seniority shall terminate after twenty-four (24) consecutive months of continuous unemployment.

It shall be the sole responsibility of the employee to notify the Employer of a change of address. If a certified letter, return receipt requested, fails to produce a response from the affected employee within seven (7) calendar days of the sending of the letter of recall, then the Employer

shall be absolved from any further responsibility to attempt to locate the employee, and that employee's name shall be removed from the recall list.

In order to meet the affirmative action goals, as specified in the District's Affirmative Action Program, minorities may be bypassed during layoff to the degree necessary to maintain a percentage of minority employees within represented positions that is comparable to the percentage that existed prior to the layoff.

ARTICLE X - SUSPENSION, DISMISSAL, OR TERMINATION

Section 1 - Cause:

The Employer has the right of suspension or dismissal for cause. Moral turpitude or dishonesty are grounds for immediate suspension or dismissal. The disciplinary action taken shall be consistent with the act. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension notice in writing, or discharge for cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before the other employees or the public.

Section 2 - Notice:

Regular employees will give 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 XI - GRIEVANCE PROCEDURE

Section 1 - Definition of Grievance:

"Grievance" is defined as an alleged violation of the specific Article and/or dispute involving the application, meaning, or interpretation of this Agreement.

Section 2 - Procedure:

Grievances shall be processed as rapidly as possible, the number of days indicated at each step shall be considered maximum.

Step 1: Within twenty (20) days of the event giving rise to the grievance, the employee shall discuss the grievance with the Station Manager. Every effort shall be made to resolve the grievance at this level.

If the grievance is not resolved in this manner, then within five (5) days of the informal meeting the employee shall file the grievance in writing with the

Station Manager. The Station Manager shall respond to the grievance within five (5) days of receipt of the written grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) days of receipt of the decision, the employee may submit the grievance to the Superintendent or designee who shall, within five (5) days of receipt of such grievance, arrange for a mutually agreed-upon meeting and shall render a written decision within five (5) days following such meeting.

Step 3: Grievances which are unresolved at Step 2 may, by mutual agreement, be discussed in a conciliation meeting between the parties, provided the request is made within five (5) days following termination of Step 2.

Step 4: The parties to this Agreement agree to submit to the Public Employment Relations Commission (PERC) for any arbitration any grievance which has not been resolved through the use of the above-enumerated grievance steps and procedures, provided it is submitted within ten (10) days following the termination in the grievance procedure. The Union or the District will notify the other party in writing that the matter is to be submitted.

The arbiter shall have no authority to extend, alter, or modify this Agreement or its terms. The arbiter shall limit the findings and decision solely to specific terms of this Agreement and application of such terms herein set forth. The arbiter shall be without power to extend the Agreement in the area of wages, fringe benefits, or other items of cost. The arbiter shall be without power to award punitive damages. The arbiter shall make a written report of the findings of fact and decision, including the basis in law, if any, for such decisions, to the District, the Union, and the grievant.

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.

Section 3 - Other Matters:

Failure of either party to comply with the time limits set forth herein will serve to declare the grievance as settled based upon the last answer given or last demand made and no further action shall be taken. The time limits as specified may be extended by mutual agreement of the parties.

ARTICLE XII – JURISDICTION

Employees covered under this Agreement shall work in their particular classifications unless it is deemed by the District to be an emergency situation; in which case, an individual may be assigned other work. Interns shall operate equipment only under the direct supervision of the Engineering personnel assigned to such equipment. Interns, seasonal, or temporary employees shall not displace full-time or part-time employees within the bargaining unit.

The District shall require employees to perform bargaining unit work only. The District will provide a copy of all changes in work rules and/or working conditions to the Union.

ARTICLE XIII - RETIREMENT, HEALTH, AND WELFARE

Section 1 - Retirement:

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

Section 2 - Benefits:

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.

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.

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.

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.

Fringe benefit pooling practices will be in accordance with RCWs.

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.

Employees will have access to purchase district sponsored optional insurance benefits payable through the payroll deduction plan.

The District shall provide automatic payroll deduction for health club fees at the employee's option.

COBRA continued coverage and other extended coverage will be offered to all eligible employees as required by law, and/or carrier limitations.

Subject to current law and IRS rulings, the District will offer VEBA III. The Union will annually notify the District of its intention to participate in VEBA III.

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.

Tax sheltered annuity deposits shall be transferred by payday each month.

For the 2001-2002 school year every employee who works four (4) hours or more per day will receive in November a compensation amount of \$140. This money can be used for purposes as

determined by the employee. Employees less than four (4) hours per day will be provided one half the amount.

ARTICLE XIV - PROHIBITION AGAINST STRIKES AND LOCKOUTS

The District agrees that no lockout against any or all of the employees represented by the Union shall take place during the life of this Agreement. No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

ARTICLE XV - DISTRICT RIGHTS AND PREROGATIVES

In matters not covered specifically by language within the scope of this Agreement, the management of District No. 81 shall have the clear right to make decisions in such areas. Such decisions shall not be subject to the grievance procedure unless the Union, within thirty (30) calendar days of the management action, alleges in writing that the decision violates a specific term or condition of this Agreement.

ARTICLE XVI - SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court, PERC rulings, State Auditor findings, and opinions of the Attorney General shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

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

ARTICLE XVII - PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1:

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2:

All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3:

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

Section 4:

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE XVIII - BULLETIN BOARDS

Section 1 - District Responsibilities:

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union.

Section 2 - Union Responsibilities:

The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE XIX - TERM OF AGREEMENT

Section 1: Term

This Agreement shall become effective upon ratification by both parties and shall remain in effect until August 31, 2004. The parties shall meet to establish a successor agreement not less than sixty (60) days prior to the expiration date of this Agreement.

Section 2: Supplemental Agreement:

The parties mutually agree that the supplemental clause shall be used solely for the purpose of maintenance of contract matters. By mutual agreement, items of cost may be discussed.

This Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other

party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Union and District No. 81 officials.

Should either party, having been notified of the proposed supplemental language, not respond within thirty (30) days, the proposed language shall be considered acceptable and shall be forwarded to the second party for signature.

Supplemental agreements thus completed shall become a part of the larger Agreement and subject to all its provisions.

ARTICLE XX - CLASSIFICATIONS AND WAGE RATES

Section 1:

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.

Section 2:

The attached salary schedule will be in effect for the 2001-02 school year, retroactive to September 1, 2001.

In the 2002-2003 and 2003-2004 school years the salary schedule will be improved by state pass through money.

Employee step placement will be based on years of experience with the district in a regular position, adjusted for any unpaid leaves of absence.

Section 3:

When, in the judgment of management, prior to the acceptance of an assignment, and with the mutual agreement of the employees, assignments which are considered to contain a significant and/or unusual physical effort (i.e., tower climbing, snow shoeing) a special stipend of fifty dollars (\$50.00) will be provided to the employee for work on the day of such duty.

Section 4:

For purposes of filling positions, seniority will be considered as time spent employed in full time, or prorated for part time positions, adjusted for any unpaid leaves of absence.

Section 5 - Talent Fees:

In the event a KSPS-TV employee is asked to perform voice work beyond that necessary for the day-to-day operation (program tags, VOCA's, in and out-of-station promo's) that person is free to negotiate a talent fee/contract with management for the use of his/her voice. Work subject to negotiations will be voluntary voice work required for program underwriting, pledge, audio narration, program segments for "Northwest Profiles," and other voice work related to program content or narration.

This agreement will be in effect September 1, 2001, through August 31, 2004.

SIGNED AND DATED THIS _____ DAY OF _____, 2002.

FOR SCHOOL DISTRICT 81:

FOR THE UNION:

President, Board of Directors

Local 270-K Representative

Secretary, Board of Directors

Local 270-K Representative

Asst. Superintendent of Human Resources

Staff Representative
Washington State Council of County
& City Employees, AFSCME, AFL-CIO

General Manager, KSPS-TV

APPENDIX "A" - WAGE SCHEDULE

SPOKANE SCHOOL DISTRICT NO. 81

TELEVISION ENGINEERS SALARY SCHEDULE

Sept. 1, 2001

SPOKANE SCHOOL DISTRICT NO. 81
TELEVISION ENGINEER'S SALARY SCHEDULE - 8, 2001-2002

LEVEL	EXPERIENCE INCREMENTS						LONGEVITY INCREMENTS					
	0	1	2	3	4	5-8	9-12	13-17	18-22	23 >		
1	Engineering Supervisor	Annual	40,942.72	42,169.92	43,436.64	44,738.72	46,080.32	47,463.52	49,836.80	52,330.72	54,945.28	57,692.96
		Monthly	3,411.89	3,514.16	3,619.72	3,728.23	3,840.03	3,955.29	4,153.07	4,360.89	4,578.77	4,807.75
		Hourly	19.684	20.274	20.883	21.509	22.154	22.819	23.960	25.159	26.416	27.737
2	Operations Supervisor	Annual	35,156.16	36,210.72	37,298.56	38,417.60	39,569.92	40,755.52	42,796.00	44,936.32	47,182.72	49,543.52
		Monthly	2,929.68	3,017.56	3,108.21	3,201.47	3,297.49	3,396.29	3,566.33	3,744.69	3,931.89	4,128.63
		Hourly	16.902	17.409	17.932	18.470	19.024	19.594	20.575	21.604	22.684	23.819
3	Operations	Annual	31,772.00	32,724.64	33,706.40	34,719.36	35,759.36	36,832.64	38,673.44	40,607.84	42,637.92	44,772.00
		Monthly	2,647.67	2,727.05	2,808.87	2,893.28	2,979.95	3,069.39	3,222.79	3,383.99	3,553.16	3,731.00
		Hourly	15.275	15.733	16.205	16.692	17.192	17.708	18.593	19.523	20.499	21.525
4	Engineer 3	Annual	36,212.80	37,300.64	38,419.68	39,572.00	40,757.60	41,980.64	44,079.36	46,284.16	48,597.12	51,026.56
		Monthly	3,017.73	3,108.39	3,201.64	3,297.67	3,396.47	3,498.39	3,673.28	3,857.01	4,049.76	4,252.21
		Hourly	17.410	17.933	18.471	19.025	19.595	20.183	21.192	22.252	23.364	24.532
5	Engineer 2	Annual	34,207.68	35,233.12	36,291.84	37,379.68	38,500.80	39,657.28	41,639.52	43,721.60	45,909.76	48,204.00
		Monthly	2,850.64	2,936.09	3,024.32	3,114.97	3,208.40	3,304.77	3,469.96	3,643.47	3,825.81	4,017.00
		Hourly	16.446	16.939	17.448	17.971	18.510	19.066	20.019	21.020	22.072	23.175
6	Engineer 1	Annual	27,915.68	28,751.84	29,615.04	30,503.20	31,418.40	32,360.64	33,978.88	35,678.24	37,462.88	39,336.96
		Monthly	2,326.31	2,395.99	2,467.92	2,541.93	2,618.20	2,696.72	2,831.57	2,973.19	3,121.91	3,278.08
		Hourly	13.421	13.823	14.238	14.665	15.105	15.558	16.336	17.153	18.011	18.912
7	Field Maintenance Engineer	Annual	32,568.64	33,544.16	34,552.96	35,590.88	36,657.92	37,758.24	39,644.80	41,627.04	43,709.12	45,895.20
		Monthly	2,714.05	2,795.35	2,879.41	2,965.91	3,054.83	3,146.52	3,303.73	3,468.92	3,642.43	3,824.60
		Hourly	15.658	16.127	16.612	17.111	17.624	18.153	19.060	20.013	21.014	22.065
8	Day Cable Operator	Annual	26,074.88	26,859.04	27,666.08	28,496.00	29,348.80	30,230.72	31,744.96	33,332.00	34,998.08	36,747.36
		Monthly	2,172.91	2,238.25	2,305.51	2,374.67	2,445.73	2,519.23	2,645.41	2,777.67	2,916.51	3,062.28
		Hourly	12.536	12.913	13.301	13.700	14.110	14.534	15.262	16.025	16.826	17.667
9	Night Cable Operator	Annual	25,477.92	26,241.28	27,029.60	27,840.80	28,674.88	29,536.00	31,012.80	32,564.48	34,193.12	35,902.88
		Monthly	2,123.16	2,186.77	2,252.47	2,320.07	2,389.57	2,461.33	2,584.40	2,713.71	2,849.43	2,991.91
		Hourly	12.249	12.616	12.995	13.385	13.786	14.200	14.910	15.656	16.439	17.261

APPENDIX "B"

Board of Director's Policy 5242, Section I.D.

An eligible employee is entitled to a total of twelve (12) work-weeks of family and medical leave during any fiscal year (September 1-August 31). A regular employee shall first become eligible for family and 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 and 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 and 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.