



COLLECTIVE BARGAINING AGREEMENT
By and Between
YAKIMA VALLEY COLLEGE (YVC)
and the
WASHINGTON PUBLIC EMPLOYEES
ASSOCIATION (WPEA)

July 1, 2023 to June 30, 2025

TABLE OF CONTENTS:

PREAMBLE	2
ARTICLE 1 – RECOGNITION OF BARGAINING AGENT	3
ARTICLE 2 – PAYROLL DEDUCTIONS.....	5
ARTICLE 3 – SENIORITY.....	5
ARTICLE 4 – UNION RIGHTS.....	6
ARTICLE 5 – MANAGEMENT RIGHTS.....	8
ARTICLE 6 – LABOR–MANAGEMENT COMMITTEE / PAST PRACTICES.....	8
ARTICLE 7 – GRIEVANCE PROCEDURE	9
ARTICLE 8 – CORRECTIVE ACTIONS & DISCIPLINE.....	12
ARTICLE 9 – HOLIDAYS.....	13
ARTICLE 10 – VACATION LEAVE	15
ARTICLE 11 – SICK LEAVE / LEAVES OF ABSENCE.....	17
ARTICLE 12 – MISCELLANEOUS LEAVES.....	22
ARTICLE 13 – HOURS OF WORK / REST PERIODS / OVERTIME / SUSPENDED OPERATIONS.....	25
ARTICLE 14 – PROFESSIONAL DEVELOPMENT.....	29
ARTICLE 15 – DEFINITION OF EMPLOYEES	31
ARTICLE 16 – POSITION RECLASSIFICATION	33
ARTICLE 17 – HIRING / APPOINTMENTS / TRANSFER	34
ARTICLE 18 – LAYOFF PROCEDURE	34
ARTICLE 19 – PERSONNEL FILE.....	39
ARTICLE 20 – PERFORMANCE EVALUATIONS	40
ARTICLE 21 – HEALTH / SAFETY / ETHICAL PRACTICES.....	41
ARTICLE 22 – MISCELLANEOUS PROVISIONS.....	43
ARTICLE 23 – SEPARABILITY & RENEGOTIATION OF AGREEMENT.....	45
ARTICLE 24 – DURATION OF AGREEMENT	47
APPENDIX A	48
APPENDIX B	50



COLLECTIVE BARGAINING AGREEMENT

By and Between

YAKIMA VALLEY COLLEGE (YVC)

And The

WASHINGTON PUBLIC EMPLOYEES

ASSOCIATION (WPEA)

PREAMBLE

This Agreement is made and entered into between the Washington Public Employees Association/United Food and Commercial Workers Union - Local 365 (hereinafter referred to as the "Union" or "WPEA") and the Yakima Valley College (hereinafter referred to as the "Employer," the "College" or "YVC"). It is the intent and purpose of the parties to use their best efforts to serve the educational needs of the students; to achieve better understanding, communication, and cooperation between YVC and WPEA and the employees of the bargaining unit; to promote orderly and harmonious employee relations and an attitude of mutual respect and fair dealing among the Employer, the Union and the bargaining unit; and to provide for meaningful collective negotiations on all matters over which the Board of Trustees may lawfully bargain. YVC, employees and WPEA will exercise all rights in an impartial and unbiased manner.

ARTICLE 1 – RECOGNITION OF BARGAINING AGENT

Section 1.1 – Recognition: The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all non-supervisory classified employees of the Community College District 16 – Yakima, excluding confidential employees, internal auditors, supervisors, employees in other bargaining units and employees historically excluded from the unit by orders of the Public Employment Relations Commission or its predecessors. The Employer and Union also agree to recognize the Union as the sole and exclusive bargaining agent for a bargaining unit of supervisory classified employees of the Community College District 16 – Yakima, excluding confidential employees, internal auditors, non-supervisors, employees in other bargaining units and employees historically excluded from the unit by orders of the Public Employment Relations Commission or its predecessors but to include supervisors assigned to positions in a supervisory bargaining unit Excluded: All students exempted by WAC 357-04-040 and all other employees excluded by law or by PERC bargaining unit certifications.

Section 1.2 – New Hire Notice: The Employer agrees to provide the Union’s headquarters a copy of the new appointment / promotion letter at the time it is sent to the employee.

Section 1.3 – Employee List: The Director of Human Resource Services shall furnish the Union and the Union’s regional office with a listing of the names, supervisor, classification, addresses, and titles of all classified employees. The listing will be furnished as soon as feasible after the execution of this Agreement. Thereafter the Director of Human Resource Services will furnish an updated listing each quarter upon request.

Section 1.4 –Data Sharing Reports:

- A. **Current Classified Employee Status Report** - Each month, the Employer will provide the Union a report in an electronic format of the following data, if maintained by the Employer, for employees in the bargaining unit and those who enter or leave the bargaining unit or who start or stop deductions:
 - 1. Employee name;
 - 2. Permanent address;
 - 3. Home department name;
 - 4. Work location address;
 - 5. Job classification code and job title;
 - 6. Bargaining unit code;
 - 7. Unique employee system identification number;
 - 8. Work phone number;
 - 9. Work email address;
 - 10. Seniority date;
 - 11. Unbroken state service date;
 - 12. Position number;
 - 13. Salary range and step;
 - 14. Job percentage of full;
 - 15. Gross salary for the month;
 - 16. Union deduction code(s) and amount(s);
 - 17. Deduction start and end date;
 - 18. Work county code and name;
 - 19. Overtime eligibility designation;
 - 20. Retirement benefit plan;
 - 21. Employee type and;
 - 22. Whether an employee has been appointed, separated from, or promoted out of the bargaining unit, the reason for such action, and the effective date of such action.

- B. **Vacant Positions:** When a bargaining unit position is vacated for at least thirty (30) days, the Employer will inform the Union in writing of its intention to fill the position, leave the position vacant, reallocate the position, or remove the position from the bargaining unit.

- C. **Dues Remittance Report:** The Employer will provide a dues report list on each pay day (generally the 10th and 25th of each month) that details dues payments made under Article 2. The report will include the following data (if provided by standardized reports):
 - 1. Employee name;
 - 2. Job classification code and job title;
 - 3. Unique employee system identification number;
 - 4. Position number;
 - 5. Dues amount; and
 - 6. Deduction code(s).

- D. **Data Confidentiality:** Information provided pursuant to this Section will be maintained by the Union and the United Food & Commercial Workers International (UFCW) union in confidence according to state law.

- E. **Indemnity:** The Employer and its third party supplier will be held harmless by the Union and employees for compliance with this Article.

ARTICLE 2 – PAYROLL DEDUCTIONS

Section 2.1 –Dues Deduction: When the Union receives an employee’s written authorization to make a dues deduction, it shall forward the signed form to the Employer, who will make the appropriate dues authorized deduction from the employee’s salary. Union dues payroll deduction authorization cards submitted to the Employer and received by the payroll office by the tenth (10th) day of the calendar month will have dues deducted beginning on the twenty-fifth (25th) pay date. Payroll deduction authorization cards submitted to the Employer and received by the payroll office by the twenty-fifth (25th) day of the calendar month will have dues deducted beginning on the tenth (10th) pay date of the next month.

This amount may change from time to time as authorized in accordance with the WPEA Constitution and Bylaws, and the Employer agrees to make these changes upon due notification by the Union. The Employer agrees to forward such fees or dues to the offices of the Union at its address of record or to such other address as the Union may certify in writing to the Employer.

Union members may cancel or alter their payroll deduction authorization by filing a written notice with the Employer and the Union in accordance with the timeframes on the membership card signed by the employee. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after receipt by the Employer of confirmation from the Union that the terms and conditions of the employee’s membership card regarding dues deduction revocation have been met.

Section 2.2 – Indemnification: The Union agrees to defend and hold the Employer harmless for any claim, action, judgment or liability arising out of the operation of this Article.

Section 2.3 – Non-Discrimination: There will be no discrimination against any employee because of lawful Union membership activity or status, or non-membership activity or status.

ARTICLE 3 – SENIORITY

Section 3.1 – Seniority: No employee shall acquire seniority until they have become a classified employee. Seniority for employees will be defined as the employee’s length of unbroken classified service. Cyclic breaks will not constitute a break in service or be deducted from seniority. Classified employees temporarily accepting positions with the employer outside the bargaining for thirty (30) or more calendar days will have their seniority date under this Agreement adjusted accordingly. The seniority list will show the employee’s total time in service to the Employer, and total time within each bargaining unit.

Should more than one (1) employee have the same hire date, ties will be broken in the following order:

- a. Longest continuous time within their current job classification;
- b. Longest continuous time within the institution;
- c. The employees shall draw lots.

Any controversy over the seniority standing of any employee on the list shall be handled through the grievance procedure.

Section 3.2 – Breaks in Seniority: The seniority of an employee shall be considered broken, all employment rights forfeited upon such separation, and there is no obligation under this Agreement to rehire when the employee:

- a. resigns;
- b. is discharged for just cause;

- c. is laid off due to lack of work for more than twenty-four (24) consecutive calendar months;
- d. is disability separated as defined in Article 11.7, or is absent from work because of an illness or injury, exhausts all available paid leaves excluding shared leave, and thereafter receives less than fifty percent (50%) of their regular pay in excess of sixteen (16) weeks in a twelve (12) month period unless extended by the President;
- e. leaves the bargaining unit to accept a position with the Employer outside the bargaining unit excluding temporary assignments of up to twelve (12) calendar months or when returning to their former position within the bargaining unit within the first thirty (30) calendar days of promotion;
- f. fails to return to work upon recall from an indefinite lay-off within seven (7) calendar days after written notice via certified mail from the Employer at the employee's last known address appearing on the Employer's records. The employee shall have ten (10) calendar days following the date such notice was mailed to request re-employment;
- g. abandons his or her by failure to report for work for three (3) consecutive work shifts without providing notice to the Employer. The Employer shall provide written notice via certified mail to the employee's last known address appearing on the Employer's records. The employee shall have ten (10) calendar days following the date such notice was mailed to request re-employment.

Section 3.3 – Seniority List: Upon request by the Union the Employer will provide a seniority list.

Section 3.4 – Veterans: For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their surviving spouses or surviving state registered domestic partners as defined by RCWs 26.60.020 and 26.60.030, as provided for in RCW 41.06.133.

ARTICLE 4 – UNION RIGHTS

Section 4.1 – Requests for Information: The College shall furnish, upon request by the Union, any and all information relevant to the representation of classified staff. Requests shall normally be acknowledged within fourteen (14) calendar days and the information provided as soon as practical thereafter, consistent with the nature of the material requested. The acknowledgement will either include the expected date on which the information will be provided or reasons why the College cannot comply with the Union's request. Such information will be provided at no cost to the other party. Where a party believes an information request involves unusual cost or is unduly burdensome, the Union and the Employer will promptly meet to discuss the request, and may enter into agreements to modify the request or share the costs in producing the information.

Upon request, the College shall furnish to the Union a copy of the proposed College budget at the same time it is made available for public review. The Union Chief Shop Steward or designee shall be given the opportunity to comment on the College budget.

Section 4.2 – WPEA Staff Visitation Rights: The Employer agrees that Union staff contact with employees shall be permitted before and after normal working hours, and during rest periods or meal breaks. The Union staff will give prior notice to the Human Resource Services Director. Notice may be in writing or by phone, e-mail or fax, prior to visiting YVC.

Section 4.3 – Shop Stewards: Shop Stewards designated by WPEA shall be recognized by the Employer. Shop Stewards are current classified employees who have been trained and designated by the Union as representatives for all classified employees in the bargaining unit. The WPEA will designate which stewards are approved to provide representation.

Shop Stewards are authorized to assist employees without loss of pay for reasonable periods, including up to fifteen (15) minutes prior to and following any meeting with the Employer to investigate and attend meetings with an Employer representative when such meetings are necessary to adjust grievances or disputes.

Shop Stewards shall request release time from their immediate supervisor prior to participating in representational activities. The permission shall be granted at the time requested unless work requirements do not permit. If permission must be withheld, the employee shall arrange for an alternate Shop Steward or reschedule the meeting when a Shop Steward can be present.

If the amount of time a shop steward spends performing representational activities is affecting the ability of either the steward or other employees to accomplish assigned duties, the Employer may elect to discontinue to release the shop steward / employee upon written notice to the Union as to the reasons why release time was discontinued. Any dispute of this section shall be handled as a grievance; this does not preclude dispute resolution outside of the of this agreement.

Section 4.4 – Classified Employee Meetings: Three (3) one (1) hour meetings per year, one (1) per regular year academic quarter, shall be allowed for classified employees of the Employer. The Union will provide the College with a tentative schedule and location of meetings no later than September 1 of each academic year. Such meetings will be held on campus during normal working hours without loss of pay or other benefits. If available at de minimis cost and facilities are available, YVC will provide three (3) one (1) hour ITV media links to the Grandview campus for bargaining unit members at that location to attend the meetings. Administration representatives may attend such meetings upon invitation of the YVC WPEA Chief Shop Steward. Employees shall be released to attend such meetings unless work requirements do not permit. Swing or graveyard shift employees shall similarly be released from their scheduled shifts with pay to attend up to three (3) one (1) hour meetings per year, which occur on the same day as other scheduled classified employee meetings referenced in this section. No overtime expenses will be incurred for employees attending such meetings. Once per contract cycle, employees will be permitted to attend a contract explanation meeting presented jointly by WPEA and YVC Human Resources of up to two (2) hours following the ratification of a new agreement.

Section 4.5 – Bulletin Board Space: The Employer agrees to provide space and install Union provided bulletin board(s) (one each on the North & South sides of the Yakima campus and one on the Grandview campus in Employer approved locations) for purposes of posting Union notices and job-related information. Said bulletin board will be located in an area where employees normally congregate and be maintained by the Union Chief Shop Steward or designee. The Union agrees not to post any derogatory and/or inflammatory material or any notices or information which address partisan political materials. The Employer may at any time, with notice to the Union, refuse to continue this practice due to violation of ethical practices as defined in this Agreement.

Section 4.6 – Use of College Mailbox: The Employer shall furnish a Union mailbox in the institutional mailroom for all incoming mail addressed to the WPEA.

Section 4.7 – Use of College Computer & Email Systems: The Union will be permitted limited use of Employer computer equipment and email for the purpose of meeting and other announcements. The Employer and the Union agree such messages will not contain any derogatory and/or inflammatory material, or any information which addresses partisan political materials. The parties agree that such communications on state equipment should not be considered confidential. The Employer may at any time, with notice to the Union, refuse to continue this practice due to violation of ethical practices as defined in this Agreement.

Section 4.8 – Use of College Facilities: The Union and its members shall have the right to use College facilities for YVC classified employee meetings in accordance with standard scheduling and policies of the College.

Section 4.9 – New Employee Meeting: The Employer will provide the Union, at the Union's written request, access to all new employees working in WPEA represented positions for the first ninety (90) days of employment. This access will be provided during the employee's regular work hours at the employee's regular worksite, or at another location mutually agreed to by the Employer and the Union, for no less than thirty (30) minutes and no more than sixty (60) minutes, to present information about the Union and this Agreement. This presentation may occur during a formal or informal new employee orientation provided by the Employer or at another time within the above ninety (90) day period. No employee will be required to attend the presentation given by the Union. The Employer will provide notice to the Union at newhires@wpea.org and the Leadership Team of a new employee orientation at the same time the new employee is given notice.

ARTICLE 5 – MANAGEMENT RIGHTS

Section 5.1 – Management Rights: Except as modified by this Agreement, the College has the right to manage, direct, and control College functions. Such rights may include but are not limited to:

- a. Direct, supervise and assign the work activities of employees covered by this Agreement;
- b. Hire, promote, demote, transfer, assign, evaluate, and retain employees of the unit;
- c. Suspend without pay, reduce the salary of, demote, or terminate employees for just cause;
- d. Separate employees due to an inability to perform the work due to physical or mental disability;
- e. Lay-off employees for lack of work or lack of funds and/or good faith reorganization;
- f. Purchase services, subcontract or otherwise discontinue work functions performed by classified employees within the rules contained in RCW 41.06;
- g. Maintain the efficiency and continued improvement of College operations entrusted to the Board of Trustees;
- h. To determine the methods, means and equipment by which technology will be used;
- i. To take actions to carry out the mission of the Employer during emergencies;
- j. To establish the work week, shifts, days off, schedule, and need for overtime and holiday recognition;
- k. To establish work performance expectations, priority of work to be performed, quality and quantity standards;
- l. To determine office and worksite locations;
- m. To determine training needs and methods of training.

Section 5.2 The retention of these rights does not preclude the Union from filing a grievance or seeking a review of the exercise of this right in a particular case, or keep Management and the Union from attempting to resolve a dispute.

Section 5.3 Any policy, procedure or practice not specifically set forth in this Agreement shall be handled in accordance with the Yakima Valley College Policy and Procedure Manual, or as amended.

ARTICLE 6 – LABOR–MANAGEMENT COMMITTEE / PAST PRACTICES

Section 6.1 – Labor–Management Committee: The Labor–Management Committee is created to promote and encourage better understanding between the Employer, the Union, and the members of the bargaining unit by providing an efficient and effective avenue for discussing employee concerns. While topics for discussion are unrestricted, the committee shall strive to concern itself with significant problems and concerns affecting a majority of employees. Through these discussions, the Labor–Management Committee shall strive to promote efficient, effective, and responsible performance of work aimed at providing excellent service to the people of the State of Washington. The committee is established as an amicable communications link where concerns may be identified. The meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. The College agrees to notify the Union reasonably in advance of anticipated actions which affect the working conditions of employees subject to this Agreement. Meetings shall be held if requested by either party. Discussion at the committee meeting does not constitute official notice of a proposed change.

Section 6.2 – Committee Composition: The Labor–Management Committee shall be composed of eight (8) YVC employees: four (4) selected by the Union, four (4) by Management. A staff representative of the Union may serve as one of the Union members on the Committee. The Committee may invite appropriate resource persons to assist the Committee in matters brought before it.

Section 6.3 – Schedule of Meetings: It is the intent of this Agreement that the Labor–Management Committee will meet quarterly on mutually agreeable dates for regular meetings provided agenda items are submitted. Special meetings may be scheduled upon mutual agreement of the parties to this Agreement.

Section 6.4 – Agenda Items & Meetings: At least seven (7) calendar days prior to the Labor–Management Committee meeting, either party may submit agenda items to the Director of Human Resource Services for distribution to all committee members.

Section 6.5 – Chair & Minutes: The Director of Human Resource Services and a designated representative of

the Union shall alternately serve as chair and shall preside at the meeting. Minutes shall be taken by a mutually acceptable representative. The minutes shall not be a verbatim transcript but shall consist only of topics discussed and the disposition of each. Copies of the minutes shall be signed jointly by the chairs. Minutes shall be available for signature within seven (7) calendar days after such meeting. This time limit may be extended by mutual agreement of both parties. The original of the signed minutes will be returned to the Director of Human Resource Services within seven (7) calendar days of the date of availability. Copies of the minutes will be delivered to the President of the College and the Union's Chief Shop Steward.

Section 6.6 – Labor – Management Meetings: The Employer will consider time spent in regular Labor–Management Committee meetings as time worked provided that charges for overtime, per diem, travel, or other payments will not be authorized or paid as a result of participation in or travel to Labor–Management Committee Meetings. Employees representing the Union shall be allowed thirty (30) minutes release time prior to prepare for each Labor–Management Committee meeting and to review the agenda items.

Section 6.7 – Informal Meetings Allowed: This Article refers only to the regular quarterly meeting between the Employer's and the Union's representatives. Nothing in this Article is intended to prohibit special or informal meetings between the Employer and the Union representatives where there is mutual agreement of the necessity of such meetings. The College agrees to notify the Union reasonably in advance of anticipated actions which affect the working conditions of employees subject to this Agreement. Meetings shall be held if requested by either party.

Section 6.8 – Board of Trustees Representation: A designated Union representative shall be recognized by the Board at all open Board meetings and shall be allowed to enter items on the agenda in the required format and timing and shall be allowed to speak on any question on any agenda. The Union representative shall be furnished agendas, minutes, and study materials mailed to the public.

Section 6.9 – Continuance Of Past Practices: Prior to any major College personnel policy, practice, benefit, change, or change in working conditions or other terms of employment, the Union will be provided thirty (30) calendar days' advance notice. Less than thirty (30) calendar days, but as many as practical, may be given in emergency situations. If the change described above involves a mandatory subject of bargaining, the Union may negotiate the impact of the change. In the event the Union does not request discussions and/or negotiations within thirty (30) calendar days, the Employer may implement the changes without further discussions and/or negotiations unless both parties agree in writing to extend the time lines. Either party to this Agreement may request mediation/arbitration with the Washington Public Employment Relations Commission for any issue negotiated under this Article which goes to impasse. Any rules, policies, and practices in effect are subject to the terms of this Agreement, unless changed as set forth above.

Section 6.10 – Notice of Re-organization: Except for emergency conditions or where the operational needs of the College will not be met, employees affected by a re-organization shall be notified in writing directly of any change in working conditions at least fifteen (15) calendar days in advance of the effective date. Following notification, and before the change is implemented, the Union shall be allowed an opportunity to express concerns about the proposed change.

Section 6.11 – Competitive Contracting: The Employer will notify the Union that an assessment of potential competitive contracting will or has occurred and provide at least ninety (90) calendar days notice to the Union during which time the Union may propose alternatives to contracting pursuant to RCW 41.06.

ARTICLE 7 – GRIEVANCE PROCEDURE

Section 7.1 – Settlement of Differences: Any classified employee who believes a violation of this Agreement has occurred, or the Union on behalf of the employee, shall meet and earnestly attempt to informally resolve all differences and questions which may arise from the interpretation or application of this Agreement. If agreement cannot be reached, a formal grievance may be filed under this Article.

Section 7.2 – Definition: A grievance within the meaning of this Agreement is defined as any condition, action, or lack of action on the part of the College that the Union believes to be a violation, misinterpretation, or

misapplication of this Agreement or College policy. Any grievance of a College policy must demonstrate that the application of such policy was arbitrary or capricious.

Section 7.3 – Time Lines: The grievance process shall be subject to the timelines identified in this Article. When the last day of a timeline falls on a weekend or holiday, the last day of the timeline shall be the next day which is not a weekend or holiday. The timelines identified in this Article may be extended by written mutual agreement of the parties to the grievance. Following the initial filing of a grievance, if any party to the grievance is unavailable due to previous scheduling conflicts, the timelines herein may be extended by mutual agreement between the parties so long as notice of the extension is filed within the original timelines.

Section 7.4 – Level of Submission: All grievances shall be raised at the lowest level where settlement of the issue(s) can be made. If a grievance is initiated at a level above the employee's immediate supervisor, the timelines contained in step 1 shall apply to the submission. Any of the steps of the grievance procedure may be extended or bypassed with mutual consent of the parties to this Agreement.

Section 7.5 – Grievance Procedure:

Step 1 – Executive Director of Human Resource Services: If the matter is not informally resolved by discussion, the grievance may be submitted in writing by the Union and provided to the Director of Human Resource Services. The Union shall initiate the written grievance within thirty (30) calendar days from the date the employee became aware, or should have become aware, of the claimed violation of this Agreement. The date of the occurrence, or the employee's first awareness of the occurrence, will not be computed in the thirty (30) calendar days. The Director of Human Resource Services shall respond in writing within fourteen (14) calendar days after receipt of the written grievance.

Step 2 – President: If the Union is not satisfied with the response of the Executive Director of Human Resources (or appointee), the Union may elect to present the matter in writing within fourteen (14) calendar days to the President or President's designee. Any evidence, argument or reason supporting the employee's grievance must be presented during this step in order to be presented as part of any subsequent appeal. The President (or the President's designee) shall meet with the employee and/or Union representative within fourteen (14) calendar days of the request. The President shall have fourteen (14) calendar days from the time of the meeting to issue a written response.

Step 3 – Mediation: If the Union is not satisfied with the response of the President, it may request mediation by the Public Employment Relations Commission (PERC) within fourteen (14) calendar days from the date of the President's response received at the conclusion of step 2. Any grievance not resolved in mediation may be submitted to arbitration within fourteen (14) calendar days from the date the mediator declares an impasse.

Step 4 – Arbitration: The Union may submit any unresolved matter to final and binding arbitration administered by the American Arbitration Association under its Labor Arbitration Rules and the authority conferred by RCW 41.80.130, and as otherwise provided under this contract. If the matter is submitted to arbitration, the parties shall attempt to select an impartial arbitrator within fourteen (14) calendar days following the notice to arbitrate. If the parties cannot agree upon a neutral arbitrator, either party may, within seven (7) calendar days thereafter request the American Arbitration Association (AAA) provide a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seven (7) calendar days after its receipt, the parties shall flip a coin to determine who shall strike the first (1st) name, then each will alternately strike one of the names submitted until only one (1) name remains. The person whose name remains shall be selected as the sole arbitrator.

The parties agree to accept the arbitrator's award as final and binding upon them. The arbitrator shall not have any power to modify, add to, subtract from, or disregard any of the terms and conditions of this Agreement.

In addition, the jurisdiction of the arbitrator shall be subject to the following provisions:

- a. The arbitrator shall adjudicate only issues that arise under the express terms and conditions of this Agreement or that are presented by any submission agreement(s).

- b. The arbitrator shall not have authority to extend interpretations to matters other than those applicable to the particular issue(s) before him or her.
- c. The arbitrator's decision and award shall not grant relief extending beyond a make whole remedy.
- d. The arbitrator's decision and award shall include a statement of the issue(s), the remedy (if appropriate), and the reasoning and grounds upon which the decision is based, and shall be rendered within thirty (30) days of the date written briefs are received from the parties.
- e. The arbitrator's decision and award shall be based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and on the matters presented in the written briefs of the parties.
- f. The arbitrator may retain jurisdiction until such time as the award is completed.
- g. The arbitrator shall not have the authority to remand an issue back to the parties for negotiations.
- h. The arbitrator may require any person to attend as a witness and to bring with him or her any book, record, document, or other evidence. The fees for such attendance shall be paid by the party requesting issuance of the subpoena and shall be the same as the fees of witnesses in the Washington Superior Courts. Arbitrators may administer oaths. Subpoenas shall be issued and be signed by the arbitrator and shall be served in the same manner as subpoenas to testify before a court of record in this state.
- i. The arbitrator may, at the request of a party for good cause shown, order examination by deposition of witness(es) where such discovery is relevant and appropriate. Fees and/or expenses for depositions shall be paid by the party making such request.

Section 7.6 – Alternate Arbitration Procedure: Any grievance seeking a remedy of \$1,000.00 or less, including disciplinary actions with an impact of \$1,000.00 or less, will be referred to a Washington State Public Employment Relations Commission (PERC) staff member appointed by the Executive Director pursuant to RCW 41.56.125 who shall serve as the arbitrator. In such cases, the parties will make every effort to meet as expeditiously as possible and will present brief written statements of position to the arbitrator appointed no less than five (5) calendar days prior to an informal hearing to be held on the Yakima campus. A copy of the brief will be provided to the opposite party on the same day it is presented to the arbitrator.

Present at such informal hearing will be the Union staff representative and the grievant for the Union, and two administrators appointed by the President. No other witnesses will be allowed, but signed statements and evidence may be presented. There will be no recordings, transcription or other records kept of such hearings. The parties will present brief oral arguments at such hearing, with the moving party proceeding first and a brief rebuttal by each side. The arbitrator is encouraged to question any participant at the hearing or call for additional information, as they deem necessary.

Following such hearing, the arbitrator will render an immediate oral decision, followed by a written summary judgment. The decision of the arbitrator will be final and binding on the parties to this Agreement.

Section 7.7 – Grievance Hearings: Grievance hearings shall be conducted during normal working hours. Employees directly participating in such hearings shall be granted release time. Each party to this Agreement shall bear the expenses of presenting their own case.

Section 7.8 – Fees and Expenses of the Arbitrator: The fees and expenses of the arbitrator shall be borne equally by the parties.

Section 7.9 – Judicial & Statutory Review: Nothing in this Article shall preclude judicial review of an arbitrator's decision in the manner permitted by law, or waive any statutory rights relating to arbitration remedies.

Section 7.10 – Retaliation: No employee shall be coerced or shall suffer any reprisal with regard to the initiation of, the processing of, or the resolution of any grievance.

Section 7.11 – Emergency: Grievances mutually agreed to be of an emergency/critical nature may be submitted by the Union directly to the President or designee within seven (7) calendar days after the occurrence of the incident which gave rise to the grievance or within seven (7) calendar days of when the employee first became aware or should have become aware of the incident. The grievance must specify in detail the cause

giving rise to the grievance and the desired remedy. Within fifteen (15) calendar days after receipt of the grievance, the President or designee will issue a decision in writing. If the decision results in the resolution of the grievance, the case will be closed. If the decision is not satisfactory, the Union may invoke the grievance procedure at the mediation/arbitration step of the grievance procedure.

Section 7.12 – Election of Remedies: The Union and College agree that this grievance procedure is the sole and exclusive remedy for all matters arising out of the terms and conditions of employment for employees covered by this Agreement. The Union therefore agrees that any issue raised under the grievance procedure may not be also brought forward by the Union under any other administrative or judicial authority. If the Union believes that the matter does not constitute a violation of the Agreement, it may elect to raise it with the appropriate administrative or judicial authority of its choice.

ARTICLE 8 – CORRECTIVE ACTIONS & DISCIPLINE

Section 8.1 – Representation / Weingarten Rights: Employees shall have the right to have a Union representative present at any meeting or conference with a supervisor or administrator which involves a reasonable belief that they may be subject to disciplinary action or may adversely affect their conditions of employment. When an employee requests a Union representative, it shall be the employee's responsibility to contact a representative. Employees may not delay meeting if a representative is available. Other or additional witnesses/representatives may be present with the mutual agreement of the College, the Employee, and the Union. The role of the representative will be to assist and counsel the employee, rather than serve as an adversary. The representative will not interfere with the College's ability to conduct an investigation. Nothing herein shall be construed to preclude the supervisor or administrator from formally meeting, counseling, and consulting with an employee in confidence.

Section 8.2 – Order of Corrective Measures and Formal Disciplinary Actions: Corrective measures and formal disciplinary actions will normally be administered progressively. In extraordinary circumstances, progressive discipline may be waived entirely.

Section 8.2.1 – Corrective Measures: Corrective measures will include in order of normal progression 1) Verbal Warning and 2) Written Warning. Corrective measures may only be grieved if it can be shown they were arbitrary or capricious and will be documented in the supervisor's file until the next evaluation is performed, at which time it may become a benchmark in the evaluation and removed from the supervisory file.

Section 8.2.3 – Formal Discipline: Formal disciplinary actions shall be administered for just cause and include written reprimands, suspension without pay, reduction in salary, demotion to a lower job class, or dismissal. Probationary employees may be dismissed without just cause.

Section 8.3 – Investigatory Meetings: The College may require employee attendance at a meeting for the purpose of investigating alleged misconduct or complaints against the employee. Such meetings will be held on paid time and the employee shall be given an opportunity to retain a union representative. Employees will be informed of the nature of the investigation prior to the commencement of the meeting.

Section 8.4 – Timely Investigations: Investigations of alleged misconduct or complaints made against an employee shall be conducted in a timely manner. The employee will be notified in writing of the resolution of the investigation within sixty (60) calendar days from the date of the events/incidents giving rise to the investigation or within sixty (60) calendar days from the date the College became aware or should have become aware of the events/incidents.

Section 8.5 – Notice of Criminal Complaint: The College will inform an employee if it files a criminal complaint against the employee, or files a complaint with a professional licensing board or law enforcement agency. The College will provide a copy of any such written complaint at the time it is filed.

Section 8.6 – Pre-disciplinary Notice: Employees and the Union shall be notified in writing prior to formal disciplinary action being taken which could have an economic impact. The notification shall include a statement

of all charges and supporting documentation with sufficient detail for the employee to explain why formal disciplinary action should not be taken. The employee shall have an opportunity to present reasons, either oral or in writing, why the proposed action should not be taken.

Section 8.7 – Off-Duty Misconduct: The off-duty activities of employees covered by the Agreement shall not be cause for corrective/disciplinary action unless there exists a clear nexus to the employee’s duties or unless such activities are in conflict with the Washington State Ethics In Public Service Act, Chapter 42.52 RCW.

Section 8.8 – Grievance of Formal Disciplinary Action: The Union shall have the right to grieve any formal disciplinary action. Any such grievance shall be presented to the College in writing within thirty (30) calendar days of the date discipline was imposed and if not presented within such period, the right to file a grievance shall be waived.

Section 8.9 – Duty of Supervisors to Report: Classified supervisors of other classified employees are recognized as belonging to a separate bargaining unit as listed in Appendix “B” to this Agreement. To the extent that such supervisors may need to participate and/or conduct performance evaluations of classified employees, it shall be done without regard to Union affiliation or status. If a need arises to counsel or issue corrective measures and/or disciplinary actions to classified employees, supervisory employees must carry out their duties without regard to Union affiliation or status. In such cases, supervisory employees are empowered to administer verbal and written warnings. Supervisors may also be required to provide detailed factual reports regarding investigations which could lead to formal disciplinary action taken by the appointing authority of the College.

Section 8.10 – Early Withdrawal of Material: The college President or designee will consider a written request from an employee and/or their WPEA representative for the removal of derogatory material contained in their personnel file and will advise the requesting party in writing of the action taken. The decision of the college President will not be subject to the grievance procedure. In no case will anonymous material, not otherwise substantiated, will not be placed in an employee file.

Section 8.11 - TITLE IX:

8.11.1 Each college district is required to comply with the Violence Against Women Reauthorization Act, the Campus SaVE Act, Mandatory Reporter Act and Title IX of the Education Amendments of 1972. Compliance with these federal laws and associated regulations requires institutions of higher education to adopt and implement programs designed to prevent and respond to domestic violence, dating violence, sexual assault, sexual harassment, and stalking. This program is typically referred to as “Title IX.”

8.11.2 Pursuant to these state and federal laws, institutions of higher education are required to develop policies and procedures to prevent and respond to sexual violence and to train, properly process, investigate, and adjudicate sexual misconduct allegations. The Employer’s policies and procedures will incorporate specific requirements of the state and federal laws and regulations governing processing of complaints conducting investigations and adjudications, imposing sanctions, and conducting appeals. In some areas these federal laws and regulations require additional procedural elements that will be adhered to, in addition to and in conjunction with, other Articles within this collective bargaining agreement. In instances where Articles within this collective bargaining agreement may conflict with policies and procedures required by these state and federal laws, the state and/or federal laws will take precedence.

ARTICLE 9 – HOLIDAYS

Section 9.1 – Recognized Holidays: The following holidays are identified as being those recognized by the College:

- | | |
|------------------------------------|------------------|
| New Year’s Day | Labor Day |
| Martin Luther King, Jr.’s Birthday | Veterans Day |
| Presidents’ Day | Thanksgiving Day |
| Memorial Day | Juneteenth |
| Native American Heritage Day | Independence Day |

Christmas Day

Section 9.1.1 – Holiday Scheduling & Eligibility: The academic year holiday calendar will be determined in consultation with the Union. With the exception of cyclic employees, an employee shall be eligible for holiday pay if the employee has worked the last scheduled workday immediately preceding the holiday, and the first (1st) scheduled work day following the holiday, or is excused (in writing) by management, or is on vacation or sick leave due to bona-fide illness or injury or absence.

Section 9.1.2 – Cyclic Employees: Cyclic-year position employees shall receive the number of holidays for which the employee qualifies for during their scheduled work year as set forth in this section. Qualification is determined by being in pay status on the employee's last scheduled work day preceding or following the holiday(s) in that month.

Section 9.1.3 – Pro-Rata Holiday Pay for Less than Full-Time Employees: Employees who are scheduled to work less than full-time schedules shall be entitled to the number of paid hours on a holiday that their monthly schedule bears to a full-time schedule.

Section 9.1.4 – Full-Time Employee Holiday Pay: Permanent and probationary employees will receive pay equivalent to the employee's work shift on the holiday. For operational convenience or necessity, the College, with prior notice, may switch groups of employees from an alternate work schedule to a regular work schedule during the week of the holiday.

Section 9.1.5 – Alternate Holiday Recognition: When a holiday falls on an employee's regularly scheduled day off, he/she shall receive a day of compensatory time off. Whenever a holiday falls on Sunday, the following Monday shall be considered a nonworking or legal holiday. When a holiday falls on Saturday, the preceding Friday shall be considered a nonworking or legal holiday. The College may designate an alternate day in observance of a holiday in order to provide employees with three (3) consecutive days off using the employees two (2) regularly scheduled days in conjunction with the holiday(s).

Section 9.1.6 – Holiday premium pay:

- a. Employees assigned to scheduled or nonscheduled work period positions qualify for holiday premium pay under the following conditions:
 1. When full-time employees work on a designated holiday, they shall receive their regular holiday pay plus premium pay at time and one-half for all hours worked on such holiday. Compensatory time off may be granted by the institution in lieu of monetary payment.
 2. When classified employees working less than a full-time schedule work on a designated holiday, they shall receive their regular holiday pay on the same pro rata basis that their monthly schedule bears to a full-time schedule, plus premium pay at time and one-half for all hours worked on such holiday. Compensatory time off may be granted by the institution in lieu of monetary payment.
- b. Classified employees occupying excepted work period positions do not qualify for holiday premium pay.

9.2 Personal Holidays:

An employee may choose one (1) workday as a personal holiday during each calendar year if the employee has been continuously employed by the State of Washington and/or the institution for more than four (4) months.

9.2.1 An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.

- 9.2.2** The institution will release the employee from work on the day selected as the personal holiday if:
- a. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.
 - b. The number of employees choosing a specific day off allows an institution to continue its work efficiently and not incur overtime.

9.2.3 Personal holidays may not be carried over to the next calendar year except when an eligible employee's request to take his or her personal holiday has been denied or canceled. The employee will attempt to reschedule his or her personal holiday during the balance of the calendar year. If he or she is unable to reschedule the day, it will be carried over to the next calendar year.

9.2.4 Institutions may adopt eligibility policies to determine which requests for particular dates will be granted if all requests cannot be granted.

9.2.5 Personal holidays are pro-rated for less than full-time employees.

9.2.6 The pay for a full-time employee's personal holiday is eight (8) hours.

9.2.7 Part or all of a personal holiday may be donated to another employee for shared leave as provided in RCW 41.04.665. Any remaining portions of a personal holiday must be taken as one (1) absence, not to exceed the work shift on the day of absence.

9.2.8 Part or all of a personal holiday may be used for:

- a. The care of family members as required by the Family Care Act, WAC 296-130;
- b. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 12.1;
- c. Leave as required by the Domestic Violence Leave Act, RCW 49.76.

Any remaining portions of a personal holiday must be taken as one (1) absence, not to exceed the work shift on the day of absence.

Section 9.3 – Directed Days Off With Pay: Effective July 1, 2021, the following day are identified as being those recognized by the College that employees covered by this Agreement shall receive off with pay in order to allow the College scheduling flexibility.

Day Before Thanksgiving

Day Before Christmas (December 24th)

9.3.1 The Day before Christmas shall only be recognized as a day off with pay if Christmas occurs on a Monday through Friday; and the employee is scheduled to work the day before Christmas.

9.3.2 Employees not otherwise scheduled to physically work, or on leave for any reason on either of the Directed Days Off listed in this section shall not be eligible for this leave.

ARTICLE 10 – VACATION LEAVE

Section 10.1 – Accrual: Classified employees eligible for vacation leave shall accrue vacation leave, to be credited monthly, at the following rates:

- a. During the first and second year of current continuous employment – 14 days;
- b. During the third year of current continuous employment – 15 days;
- c. During the fourth year of current continuous employment – 16 days;
- d. During the fifth and sixth years of total employment – 17 days;
- e. During the seventh, eighth, and ninth year of total employment – 18 days;
- f. During the tenth, eleventh, twelfth, thirteenth, and fourteenth year of total employment – 20 days;
- g. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth year of total employment – 22 days;
- h. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year of total employment – 24 days;
- i. During the twenty-fifth year of total employment and thereafter – 25 days.

Section 10.2 – Part-time Employees: Part-time employees working less than full-time schedules shall accrue

vacation leave credit on the same pro-rata basis that their appointment bears to a full-time appointment.

Section 10.3 – Cyclic Year Employees: The scheduled period of a cyclic year position's leave without pay shall not be deducted for purposes of computing the rate of vacation leave accrual for cyclic-year-position employees as shown in Section 10.1 above. Cyclic employees may not use vacation outside their assignment period.

Section 10.4 – Computation of Placement: The following shall apply for purposes of computing years of qualifying state employment:

- a. Employment in the legislative and/or the judicial branch shall not be credited.
- b. Employment exempt by the provisions of 41.06.070(2) or employment in a state agency which is analogous to the conditions specified in 41.06.070(2) shall not be credited;
- c. Each contract year of full-time faculty and/or administrative exempt employment within the higher education institutions shall be credited as a year of qualifying service;
- d. Employment in part-time classified positions shall be credited as full-time service.
- e. The effective date for computing leave accrual shall be:
 1. The first of the month of hire for employees hired between the first and the fifteenth of a month; or
 2. The first of the following month for employees hired between the sixteenth and the end of a month; or
 3. Employees terminating on or before the fifteenth of the month shall not receive accrued leave for the month; those terminating on or after the sixteenth shall receive the full monthly accrual credit.
 4. As provided in RCW 43.01, employees shall be entitled to transfer accrued leave to other state agencies or institutions.

Section 10.5 – Accrual During Leave Without Pay: Vacation leave credits shall not accrue during leave without pay which exceeds ten (10) working days in any calendar month, nor shall credit be given toward the rate of vacation leave accrual.

Section 10.5.1 – Vacation leave – Excess Accumulation: Vacation leave credits may be accumulated to a maximum of thirty working days or two hundred forty (240) hours. However, there are two methods which allow vacation leave to be accumulated above the maximum:

1. If an employee's request for vacation leave is denied by the employing official, then the maximum of thirty (30) working days' accrual shall be extended for each month that the leave is deferred, provided a statement of necessity justifying the denial is approved by the Director of Human Resource Services.
2. As an alternative to subsection (a) of this section, employees may also accumulate vacation leave in excess of thirty (30) days as follows:
 - a. An employee may accumulate the vacation leave days between the time thirty (30) days is accrued and his/her anniversary date of state employment. Such accumulated leave shall be used by the anniversary date and at a time convenient to the employer. If such leave is not used prior to the employee's anniversary date, such leave shall be automatically extinguished and considered to have never existed.

Such leave credit acquired and accumulated shall never, regardless of circumstances, be deferred by the employer by filing a statement of necessity as described in subsection 1 of this section.

Section 10.6 – Scheduling of Annual Leave: Employees are encouraged to schedule annual leave as far in advance as possible. An employee who has requested annual leave shall receive a written response approving or denying the request from his/her immediate supervisor within five (5) working days from the date of the request. Paid vacation leave may not be used in advance of its accrual. All annual leave shall be scheduled in minimum increments of one-quarter ($\frac{1}{4}$) hour.

Section 10.6.1 – College Cancellation: Should the College be required to cancel scheduled vacation leave because of an emergency or exceptional business needs, affected employees may select new

vacation leave from available dates. In the event the affected employee has incurred non-refundable, out of pocket, vacation expense, the employee will notify the College of the anticipated costs at the time of the cancellation and shall be reimbursed by the College actual costs if required to cancel their vacation.

Section 10.6.2 – Employee Cancellation: Should the employee request to cancel scheduled vacation leave because of an emergency or exceptional needs, such employee will make such request to the supervisor as far in advance as possible. The supervisor may elect to approve or deny such request as needed. In the event the College incurs expenses as a result of the approval of such request, the College will notify the employee of the anticipated costs at the time the request to return is made and the employee will be required to make such reimbursement if they elect to return.

Section 10.6.3 – Probationary Employees: Probationary employees may not request annual leave during their first six (6) months of probation. An employee who has been on probation for six (6) months or more may request permission to use annual leave. Such request shall be made to the employee's supervisor with a copy to the Director of Human Resource Services.

Section 10.7 – Emergency Leave: In cases of extreme emergency, leave requests shall be approved. The Director of Human Resource Services may request justification of the emergency in writing.

Section 10.8 – Cash Payment for Vacation Leave: Classified employees who have completed six (6) continuous months of employment and who separate from service by resignation, layoff, dismissal, retirement or death are entitled to a lump sum cash payment for all unused vacation leave. In the case of voluntary resignation, an employee may be required to provide fourteen (14) calendar days' notice to qualify for such lump sum cash payment. No lump sum payment shall be made for vacation leave in excess of two hundred forty (240) hours.

ARTICLE 11 – SICK LEAVE / LEAVES OF ABSENCE

Section 11.1 – Accrual: Full-Time classified employees shall accrue eight (8) hours of sick leave credit for each month of completed classified service. Paid sick leave may not be used in advance of accrual. Part-time employees shall accrue sick leave on the same pro-rata basis as their appointment. Sick leave credits shall not accrue during leave without pay which exceeds ten (10) working days in any calendar month.

Section 11.1.1 – Sick Leave Usage: Sick leave shall be allowed an employee under the following conditions:

- a. Because of an illness, disability, or injury which has incapacitated the employee from performing required duties.
- b. By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
- c. To care for a child with a health condition that requires treatment or supervision or to make arrangements for extended care.
- d. Because of illness or injury of a family member who has a personal disability and requires the employee's presence to provide short-term care or to make arrangements for extended care. The term "family member" for the purpose of this section shall be defined as mother, father, sister, brother, mother-in-law, father-in-law, husband, wife, domestic partner, grandparent, grandchild, son, daughter, stepchild, a child in the custody of and residing in the home of the employee.
- e. To provide emergency child care for the employee's child. Such use of sick leave is limited to five (5) days in any calendar year, unless extended by the Director of Human Resource Services.
- f. Because of a family member's death that requires the assistance of the employee in making arrangements for internment of the deceased.

- g. For personal medical, dental, or optical appointments or for a family member's appointments, if approved in advance with the employing official or designee.
- h. For reasons allowed under RCW 49.46.210, for care of family members as required by the State Family Care Act, WAC 296-130 and to care for family members as allowed under RCW 49.46.210.
- i. When the College has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason. In accordance with WAC 296-128-600 (8), "health-related reason" is defined as a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin or hazardous material. Closures for inclement weather are not considered a health-related reason and are governed by Article 13 of this Agreement.
- j. Sick leave will be used in minimum increments of one-quarter ($\frac{1}{4}$) hour.

Section 11.1.2 Sick leave may be granted for condolence or bereavement.

Section 11.2 – Sick Leave Reporting: An employee must notify his or her supervisor on the first day of sick leave prior to the beginning of his or her work shift and each day thereafter, unless there is mutual agreement in writing to do otherwise. If an employee is in a position where a relief replacement is necessary and are unable to report due to illness, he or she will notify the supervisor at least two (2) hours prior to the scheduled time to report to work, except in cases of unforeseeable emergencies.

Section 11.3 – Return to Work Certification & MedVer: The College may require a written medical certificate for any sick leave absence explaining the nature of the illness or absence in circumstances when the absence has exceeded three (3) consecutive work days and where the College suspects an abuse of sick leave.

An employee returning to work after five (5) consecutive workdays sick leave absence will be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation. Exception: Where the College has a reasonable suspicion of an abuse of sick leave, the Executive Director of Human Resources may place an employee on a medical verification (MedVer) plan. Absences in which employees have a doctor's note or are using FMLA leave will not be used to support a reasonable suspicion of sick leave abuse.

Section 11.4 – Parental Leave: Parental leave shall be granted to a permanent employee because of the birth of a child of the employee and in order to provide care or because of the placement of a child with the employee for adoption or foster care. Parental leave shall not total more than six (6) consecutive calendar months, including any portion covered by Family Medical Leave (FMLA), unless additional time is granted by the College. A written request for parental leave shall be submitted to the employee's supervisor. Such notice shall be provided in advance of leave usage, if practicable. If advance notice is not practicable, the employee shall submit a written request as soon as practicable. Parental leave may be a combination of accrued paid leave and/or leave without pay. The combination and use of paid and unpaid leave shall be the choice of the employee.

Section 11.5 – Sick Leave While on Vacation: An employee shall have the appropriate time of annual leave restored to his/her credit if he/she becomes eligible for sick leave while on annual leave status providing a doctor's certificate together with the employee's request is submitted to the Human Resource Department no later than five (5) days after his/her return to work.

Section 11.6 – Family and Medical Leave:

11.6.1 – Qualification: Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto and the Washington State Family Leave Act of 2006 (WFLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve

(12) workweeks of family medical leave in a twelve (12) month period for one or more of the following reasons 1 - 4:

1. The birth of and to care for a newborn child or placement for adoption or foster care of a child and to care for that child;
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
3. Family medical leave to care for a spouse, son, daughter, parent or state registered domestic partner as defined by RCWs 26.60.020 and 26.60.030 who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner in accordance with the WFLA will not be counted towards the twelve (12) workweeks for FMLA; and/or
4. Family medical leave for a qualifying exigency when the employee's spouse, child of any age or parent is on active duty or call to active duty status of the Reserves or National Guard for deployment to a foreign country.

Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member to take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury in the line of duty.

During the single twelve (12) month period during which Military Caregiver Leave is taken the employee may only take a combined total of twenty-six (26) workweeks of leave for Military Caregiver Leave and leave taken for other FMLA qualifying reasons.

The single twelve (12) month period to care for a covered service member or veteran begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child. Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth and will be in addition to any leave granted under family medical leave or Washington state family leave laws.

The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count vacation leave, sick leave, personal holidays, compensatory time off, or shared leave.

11.6.2 - Entitlement Period: The family medical leave entitlement period will be a twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) workweeks of available leave. The Employer will respond in writing to family medical leave requests as soon as practicable but no later than seven (7) calendar days of receipt of a properly completed request.

11.6.3 - Continuation of Benefits: The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by family medical leave. The employee will be required to pay his or her share of health care premiums.

11.6.4 - Designation of Leave: The Employer has the authority to designate absences that meet the criteria of the family medical leave. The use of any paid or unpaid leave (excluding leave for work-related illness or injury covered by workers' compensation and compensatory time) for a family medical leave qualifying event will run concurrently with, not in addition to, the use of family medical leave for that event. Any employee using paid leave during a family medical leave qualifying event must follow the notice and certification requirements relating to family medical leave usage in addition to any notice and certification requirements relating to the paid leave.

11.6.5 - Medical Certification: The Employer may require certification from the employee's, family member's, or covered service member's health care provider for the purpose of qualifying for family medical leave.

11.6.6 - Intermittent Use: Personal medical leave, serious health condition leave, or serious injury or illness leave covered by family medical leave may be taken intermittently when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

11.6.7 - Fitness for Duty: Upon returning to work after the employee's own family medical leave qualifying illness, the employee will be required to provide a fitness for duty certificate from a health care provider.

11.6.8 – Notice: The employee will provide the Employer with not less than thirty (30) days' notice before family medical leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.

11.6.9 Return to Work - An employee returning from family medical leave will have return rights in accordance with FMLA and WFLA.

11.6.10 – Definitions: Definitions used in this Article will be in accordance with the FMLA and WFLA. The parties recognize that the Department of Labor is working on further defining the amendments to FMLA. The Employer and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.

Section 11.7 – Accommodation Due to Disability:

Section 11.7.1 The College and the Union will comply with all relevant federal and state laws, and regulations regarding the employment of persons with disabilities and will provide reasonable accommodations to qualified individuals with disabilities. Reasonable accommodation may include job restructuring, or modification of the work environment, methods or equipment that make it possible for an employee with a disability to perform the essential functions of a position, or that enables the employee to enjoy the benefits and privileges of employment as are enjoyed by other similarly situated employees without a disability. Reasonable accommodation will be implemented as long as it is medically necessary and does not impose an undue hardship or a direct threat.

Section 11.7.2 Essential functions means the primary job tasks and responsibilities of a position that are fundamental and necessary to accomplish the required outcomes of the position. The term "essential functions" does not include the marginal functions of the position that are incidental to the performance of the primary job functions.

Section 11.7.3 An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the College. The College will make a good faith effort to provide the employee requesting accommodation with an alternate assignment during the accommodation process, as necessary.

Section 11.7.4 Employees requesting accommodation must cooperate with the College in discussing the need for and possible form of any accommodation. The College and the employee will enter into an interactive process to discuss the job-related limitations, possible accommodation options, including the employee's preferences, and the potential effectiveness of each option.

Section 11.7.5 The College may require supporting medical documentation and may require the employee to obtain a second medical opinion at College expense. Medical information disclosed to the College will be kept confidential.

Section 11.7.6 The College may approve light duty when such light duty is authorized by the employee's doctor's written release and does not operate to the detriment of the College. The College may also consider part-time employment. Employees who are allowed to perform light duty upon a medical provider's recommendation may be temporarily assigned alternative work that the employee is qualified and able to perform.

Section 11.7.7 The College will determine whether an employee is eligible for a reasonable accommodation and the accommodation to be provided. If more than one (1) option for reasonable accommodation exists, the College will decide which option to provide the employee, taking into consideration the employee's preference. If a reasonable accommodation cannot be provided, the College will provide the employee with written notification of such decision.

Section 11.7.8 An employee with permanent status may be separated from service when the conditions of Article 3.2.d are met and the College determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the College based on an employee's written request for disability separation or after obtaining a written statement from a licensed health care professional. The College can require an employee to obtain an independent medical examination at College expense, from a licensed health care professional of the College's choice. Evidence may be requested from the licensed health care professional regarding the employee's limitations.

Section 11.7.9 When the College has medical documentation of the employee's disability, has met its obligation to explore accommodation options, including placement in any vacant funded position at the same or lower level of pay and benefits for which the employee qualifies, and has determined that the employee cannot be reasonably accommodated, or the employee requests separation due to disability, the College may immediately separate the employee.

Section 11.7.10 The College will inform the employee in writing of the option to apply to return to employment prior to his or her separation due to disability. The College will provide assistance to individuals seeking reemployment under this Article for two (2) years. If reemployed, upon successful completion of the employee's probationary period, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service. The College will provide the Union with a copy of any disability separation letters.

Section 11.7.11 A disability separation is not a disciplinary action. An employee who has been separated due to disability may grieve his or her disability separation only up to the final internal step of the grievance procedure. Disability separation at the employee's request is not subject to the grievance procedure in Article 7.

Section 11.8 – Sick Leave Incentive Programs: The College has established two (2) sick leave incentive programs for use by employees covered by this Agreement.

Section 11.8.1 – Sick Leave Buyout: Employees who separate from state service due to retirement or death shall be compensated for their unused sick leave accumulation at the rate of 25%. Compensation shall be based upon the employee's salary at the time of separation. For the purpose of this subsection, retirement shall not include "vested out-of-service" employees who leave funds on deposit with the

retirement system. Compensation for unused sick leave shall not be used in computing the retirement allowance; therefore no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation. An employee who separates from the classified service for any reason other than retirement or death shall not be paid for accrued sick leave. Annually, employees may also buy out up to twelve (12) days of sick leave per year at the rate of 25% so long as their total accumulation after the buyout is sixty (60) days or more.

Section 11.8.2 – VEBA: Contingent on a favorable vote conducted by the Union of the employees, employees covered by this Agreement shall have all funds generated by sick leave buyout at retirement contributed to a Voluntary Employee's Beneficiary Association (VEBA). The Union may give notice to the College at any time that they wish to cancel participation in the VEBA program consistent with the program's guidelines and IRS rules.

ARTICLE 12 – MISCELLANEOUS LEAVES

Section 12.1 – Military Leave:

Section 12.1.1 Employees shall be entitled to military leave with pay not to exceed twenty-one (21) working days per year as measured beginning October 1st and ending the following September 30th in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or of any organized reserve or armed forces of the United States.

Section 12.1.2 Such leave shall be in addition to any vacation and sick leave to which an employee is entitled and shall not result in any reduction of benefits, performance ratings, privileges, or pay.

Section 12.1.3 During military leave, the employee shall receive the normal base pay.

Section 12.1.4 Employees required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.

Section 12.1.5 – Military Leave Without Pay – Reemployment: A classified employee shall be entitled to military leave without pay for service in the uniformed services of the United States or the state, and to reinstatement as provided in chapter 73.16 RCW. No adjustments shall be made to the seniority date, leave accrual rate, periodic increment date and anniversary date while an employee is on military leave.

Section 12.1.6 – Military Spousal Leave: Employees who have a spouse in active military service may take up to fifteen (15) days of leave per deployment to be with their spouse immediately prior to deployment immediately following deployment, or when the military spouse is on leave during deployment. The employee may elect to use accrued vacation or leave without pay.

Section 12.2 – Jury Duty Leave: When an employee covered by this Agreement is called for jury duty, he/she shall advise his/her supervisor upon receipt of such call and, if taken from work for such service, shall be granted paid leave for time spent performing such duties. Employees required to physically report for jury duty will be assigned to an alternate start time for the day. If excused from jury duty with four (4) or more hours or more hours of their alternate work shift remaining, will promptly return to work for the balance of their workday, or may request leave.

Section 12.3 – Bereavement Leave: Up to five (5) days of paid bereavement leave will be granted for the death of any family member or household member that requires the employee's absence from work. Family members are defined as mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, domestic partner's mother, domestic partner's father, husband, wife, domestic

partner, grandparent, grandchild, son, daughter, stepchild, and a child in the custody of and residing in the home of an employee. In addition, sick leave may be used for the death of a family member.

Section 12.4 – Victims of Domestic Violence: In accordance with RCW 49.76 employees who are victims of domestic violence, sexual assault, or stalking as defined by state law may take reasonable vacation or sick leave, intermittent leave with or without pay, or work on a reduced schedule. The College may request leave requested under this section be supported by verification in accordance with WAC 357-31-730.

Section 12.5 – Shared Leave: The purpose of the Washington Shared Leave program (RCW 41.04.665) is to permit state employees, at no significantly increased cost to the state of providing leave, to come to the aid of another state employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury impairment, physical or mental condition, or the consequences of domestic violence, sexual assault, or stalking or conditions as provided by law which has caused or is likely to cause the employee to take leave without pay or terminate their employment, and the employee has depleted or will likely deplete his/her leave reserves.

The employee shall submit to the College President or designee, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem, and the expected date of return to work.

If the employee is a victim of domestic violence, sexual assault or stalking, verification will be in accordance with the Domestic Violence Leave Act (RCW 49.76).

The College President shall determine the amount of leave, if any, which an employee may receive under these rules, not to exceed two hundred sixty-one (261) days, in accordance with the employee's request as verified by medical certification by the employee's health care provider.

The College agrees to consider other methods of accommodating the employee's needs, such as modified duties, modified hours, flextime, or special assignments in lieu of shared leave usage.

The College shall consider requests from YVC employees to donate leave to other state employees and may allow YVC employees to accept donated leave from other state employees.

Section 12.6 – Leave Without Pay:

Section 12.6.1 The terms "leave of absence" and "leave of absence without pay" and "leave without pay (LWOP)" shall be synonymous. Leave without pay may be allowed for any of the following reasons:

- a. Conditions applicable for leave with pay;
- b. Disability leave;
- c. Educational leave;
- d. Leave for government service in the public interest;
- e. Parental leave;
- f. Family or household care emergencies;
- g. To accommodate annual work schedules of employees occupying cyclic year positions as specified in WACs 357-19-295 and 357-29-297;
- h. Serious health condition of an eligible employee or an eligible employee's child, spouse, or parent as provided in WAC 357-31-525;
- i. To mitigate the consequences of victims of domestic violence, sexual assault or stalking.

- j. A maximum of two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Such unpaid holidays may be used when requested unless the employee's absence would impose an undue hardship on the employer; or the employee is necessary to maintain public safety. For this purpose "undue hardship" is defined in WAC 82-56-020.

Section 12.6.2 Requests for leave without pay must be submitted in writing to the employee's supervisor and must receive the approval of both the employee's supervisor and the Director of Human Resource Services. Preplanned leave without pay for more than five (5) working days in any calendar year must be approved by the President.

Section 12.6.3 Leave without pay extends from the time an employee's leave commences until he/she is scheduled to return to continuous service, unless at the employee's request the employing official and the Director of Human Resource Services agree to an earlier date.

Section 12.6.4 Vacation leave and sick leave credits will not accrue during leave without pay which exceeds ten (10) working days in any calendar month.

Section 12.6.5 A classified employee taking an appointment to an exempt position shall be granted leave without pay, with the right to return to his/her regular position, or to a like position at the conclusion of the exempt appointment; provided application for return to classified status must be made not more than thirty (30) calendar days following the conclusion of the exempt appointment.

Section 12.6.6 – Duration: Leave without pay shall not exceed twelve (12) months except for educational leave which may be allowed for the duration of actual attendance and leave for government service in the public interest. Leave without pay may be extended for an additional twelve months upon signed request of the employee and signed approval of the employing official or designee and the Director of Human Resource Services. Additional leave without pay may be approved by the Director of Human Resource Services.

Section 12.6.7 – Employee Rights: Employees returning from authorized leave without pay shall be employed in the same position or in another position in the same class in the same geographical area and organizational unit, providing that such re-employment is not in conflict with rules relating to reduction in force.

Section 12.7 – Periodic Leave Without Pay: Employees periodically absent without appropriate leave balances may receive corrective action followed by progressive disciplinary action as specified in this Agreement.

Section 12.8 – Life Giving Leave: Employees may request to receive vacation or paid sick leave, not to exceed five (5) workdays a year for participating in life-giving procedures involving the testing, sampling, or donation of organs, tissues, and other body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatment. Employees may request to receive paid sick leave not to exceed two (2) hours per academic quarter for the donation of blood, platelets and tissue. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician, or other medical professional that the employee participated in a life-giving procedure.

Section 12.9 – Personal Leave:

A. An employee may choose three (3) workdays as personal leave days each fiscal year during the life of this Agreement (ending June 30, 2021) if the employee has been continuously employed by the college/district for more than four (4) months.

B. The college/district will release the employee from work on the day selected for personal leave if:

1. The employee has given at least fourteen (14) calendar days written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.
2. The number of employees choosing a specific day off allows a college/district to continue its

work efficiently and not incur overtime.

3. The leave does not conflict with the business needs of the Employer.

4. For positions requiring backfill, the release from duty will not cause an increase in costs due to the need to provide coverage for the employee's absence.

C. Personal leave may not be carried over.

D. The pay of an employee's personal leave day is equivalent to the employee's work shift on the day selected for the personal leave day absence.

E. Upon request, an employee will be approved to use part or all of their personal leave day for:

1. The care of family members as required by the Family Care Act, WAC 296-130;

2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Section 19.13; or

3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.

4. Any remaining portions of a personal leave day must be taken as one (1) absence, not to exceed the work shift on the day of the absence.

Section 12.10 – Exclusion from Grievance: The parties to this Agreement recognize decisions regarding permissive extension of leave benefit(s) by the College as specified in this Article are the exclusive right of the College.

ARTICLE 13 – HOURS OF WORK / REST PERIODS / OVERTIME / SUSPENDED OPERATIONS

Section 13.1 – General: The work week for employees shall begin at 12:01 a.m. Sunday and shall conclude at 12:00 midnight Saturday.

Section 13.2 – Work Period Designations: Each position will be designated to one of the work period designations identified below, and employees will be informed of their eligibility for overtime compensation at the time of appointment.

- a. **Regular/Standard Work Schedule:** The regular work schedule for full-time employees shall consist of five (5) consecutive and uniformly scheduled eight (8) hour days within a seven-day period. "Uniformly scheduled" means a daily repetition of the same working hours and a weekly repetition of the same working days.
- b. **Alternate Work Schedules:** After giving written notice to the affected employee(s), the College may implement an alternate schedule provided the College can document a program need for the alternate schedule or the alternate schedule is mutually agreeable to the College, the Union, and the employee(s). The following are examples of modifications to the standard schedule which do not require consent of the affected employee(s):
 1. Four (4) workdays not lasting more than ten (10) consecutive working hours each within the same workweek; or
 2. Four (4) nine (9) consecutive hours workdays and one (1) four (4) hour work day; or
 3. Five (5) workdays not lasting more than eight (8) consecutive working hours within the same work week, but which, because of operational necessity and program need, cannot be scheduled with the same daily starting and quitting times.

In each of the above alternate schedules, the employee shall enjoy a weekly block of non-duty time

(exclusive of overtime) of at least forty-eight (48) hours.

- c. Nonscheduled Work Period: The nonscheduled-work-period designation applies to those positions for which the hours cannot be scheduled but which work a forty-hour week and do not meet any of the other work period designations. The Director of Human Resource Services shall designate positions as “nonscheduled.”
- d. Excepted Work Period: The excepted-work-period designation applies to classes and positions which meet the Fair Labor Standards Act definitions of executive, administrative, or professional employees. Such positions are not overtime eligible. The Director of Human Resource Services will be responsible for determining the positions designated “excepted.”

Section 13.3 – Meal and Rest Periods:

Section 13.3.1 – General: The College shall permit no less than one (1) - fifteen (15) minute rest break within each four (4) hour period of work and shall provide adequate lounge facilities reasonably free from work-related interruptions. In the event of ten (10) hour work shifts, the College shall provide two (2) – twenty (20) minute breaks. Except as provided below, the College shall permit no less than a thirty (30) minute meal break. In the event an employee is required to work during a meal break, such time shall be either rescheduled or considered as time worked for payroll purposes.

Section 13.3.2 – Alternate Straight Schedule Work Shifts: The Director of Human Resource Services may designate positions which for operational needs as determined by the Director, may be scheduled, by mutual agreement between the employee and supervisor, to shifts which do not include a guaranteed meal period. When such designation is made for a position, the parties' agree that the unpaid meal period varies from and supersedes the unpaid meal period requirements required by WAC 296-126-092. In such cases, the employee may take breaks and/or meal periods as the work allows, will be subject to recall during breaks and/or meal periods as needed, and will have their work scheduled to include a paid meal period. Overtime will not be paid as a result of breaks and/or meals missed due to operational needs.

Section 13.3.3 – Meal Period Interruptions: Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and shall be scheduled as close to the middle of the work shift as possible. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume his or her unpaid meal period following the interruption, if possible, and to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, that employee shall be entitled to compensation or compensatory time.

Section 13.3.4 Meal and rest periods shall not be combined.

Section 13.4 – Overtime:

Section 13.4.1 - Overtime shall be paid at the rate of time and one-half for all employees covered by this Agreement under the following conditions:

- a. Work performed on holidays;
- b. Work performed by full-time employees in excess of the employee's daily work schedule;
- c. Work performed in excess of the full-time employee's weekly work schedule;
- d. Work to be performed by full-time employees before and/or after any scheduled work shift.

Section 13.4.2 – Compensatory Time Option: Employees shall be paid for overtime unless an employee agrees to receive compensatory time in lieu of payment for overtime, to a maximum of sixty (60) cumulative hours. Employees shall be allowed to utilize accrued compensatory time at any time unless it can be demonstrated that the time off will impair the operations of the College. Compensatory time off may be scheduled by the employing official during the final sixty (60) days of a year. Employees who earn compensatory time off by working during commencement will attempt to schedule time off prior to the end of the fiscal year, but if unable to do so will receive overtime pay.

Section 13.4.3 – Distribution of Overtime: Overtime will be offered to qualified employees normally performing the type of overtime work to be performed and within an assigned department and official workstation who volunteer for the overtime assignment. In the event that more employees volunteer than are needed, seniority order among those employees normally assigned to perform the type of work required will be considered to determine which employee(s) receive overtime work. Overtime is allocated using seniority order, offers of seniority shall revert to the most senior as of July 1st of each year. An employee may refuse overtime; however, if all qualified employees refuse overtime, the supervisor may assign mandatory overtime in reverse seniority order. In the event of an emergency, the College may make assignment without regard to seniority.

Section 13.4.4 – Notice of Overtime Requirement: The College will provide reasonable notice of anticipated required overtime whenever possible. Employees affected by emergency schedule changes shall be allowed unpaid de minimis time to make necessary arrangements to accommodate the schedule change.

Section 13.5 – Notice of Schedule Change:

Section 13.5.1 – Long Term Schedule Changes: Employees shall be notified of changes in work schedules, either hours of work or work location at least fourteen (14) calendar days in advance.

Section 13.5.2 – Temporary Schedule Changes: Temporary changes to a scheduled work period employee's assigned hours within the assigned seven-day period may be made under the following circumstances:

- a. by providing as much notice as possible but not less than three (3) calendar days' notice to the employee (the day of notice counts as one day); or
- b. because of emergency conditions (excludes instances that could reasonably have been foreseen and planned for in advance); or
- c. for operational convenience (instance where conditions above do not exist); or
- d. when the change is requested in writing by the employee and approved by the employing official.

In no event will the provisions of this Article be utilized to limit the employee's hours to work less than the normally assigned hours in a work week. The Employer will not change an employee's schedule to avoid the payment of overtime.

Section 13.6 – Additional Work For Cyclic Employees: When additional work is required of a cyclic year position during a period for which the position was scheduled for leave without pay, the temporary work will be offered to the incumbent. The employee will be allowed at least three (3) working days to accept or decline the offer.

Section 13.7 – Call-Back Pay: When a scheduled work period employee has left the institution grounds and is called to return to the workstation outside of regularly scheduled hours to handle emergency situations which could not be anticipated, he/she shall receive three (3) hours bonus pay plus pay for time actually worked. The bonus pay shall be compensated at the regular rate; time worked shall be compensated at time and one-half. Time worked immediately preceding the regular shift does not constitute a call back, provided time worked does not exceed two (2) hours or notice of at least eight (8) hours has been given. An employee on standby status called to return to the workstation does not qualify for call-back pay. The College may cancel a call-back notification to work extra hours at any time, but cancellation will not waive call-back compensation. An off-duty overtime-eligible employee receiving and/or responding to a supervisor's work-related phone call will not be eligible for a call-back, but will be compensated in six (6) minute increments time actually spent.

Section 13.8 – Shift Differential:

Section 13.8.1 Shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 pm and 7:00 am will be two dollars and fifty cents (\$2.50) per hour or four

hundred thirty-five dollars (\$435) per month.

Section 13.8.2 Shift differential will be paid for the entire daily or weekly shift, which qualifies under Subsection 13.8.1 above. Shift differential may also be computed and paid at the above monthly rate for employees permanently assigned to a qualifying afternoon or night shift.

Section 13.8.3 An employee assigned to a shift that qualifies for shift differential pay will receive the same shift differential for authorized periods of paid leave.

Section 13.8.4 When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift differential, the employee will receive shift differential pay during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify for shift differential.

Section 13.9 – Standby Pay:

Section 13.9.1 An overtime-eligible employee is in standby status while waiting to be engaged to work by the College and both of the following conditions exist:

- a. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home.
- b. The College requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.

Section 13.9.2 Standby status will not be concurrent with work time.

Section 13.9.3 Employees on standby status will be compensated at a rate of seven percent (7.0%) of their hourly base salary for time spent in standby status.

Section 13.10 – Mandatory Meetings, Training & Work: Any classified employee required to attend a "mandatory" meeting, mandatory training or perform work shall be required to attend and/or perform such duties will be compensated for all time worked under the provisions of this Agreement.

Section 13.10.1 – Time Worked: Any classified employee who agrees to act as a committee member or perform work defined as "time worked" under the provisions of this Agreement shall have such time considered as compensable. The employee's supervisor may schedule a shift adjustment, arrange for equivalent time off during the same work week, or pay for such time.

Section 13.10.2 – Release Time: When allowed by the provisions of this Agreement, an employee may request in advance and in writing to be released from duties occurring during their regularly scheduled work shift to attend meetings and/or other activities. Employees may not alter their regular work shift in order to qualify for release time unless the supervisor approves such request in writing. Employees wishing to be released from their scheduled work time will request release in writing from their supervisor prior to leaving their workstation. If the request for release must be denied due to work or other requirements, such requirements shall be explained to the employee in writing. Unless specifically authorized in advance by the employee's supervisor, overtime shall not be paid as a result of an employee being released from their scheduled duties.

Section 13.11 – Emergency Closure:

Section 13.11.1 – Notice: When the College determines that operations of all or part of the institution shall be suspended for any reason defined in this Article the following shall be applicable to employees:

- a. Suspension occurring prior to the start of the workday will be broadcast to employees by media serving the community College district and/or the College website;
- b. For suspensions occurring during the workday, employees will be contacted by an appropriate supervisor.
- c. Employees will report to work on subsequent workdays unless further notice of closure is given.

Section 13.11.2 – Emergency or Designated Closure: The President may, for any reason, elect to close the campus for up to two (2) hours. In the event that operations are closed with less than two (2) hours remaining in the employee’s scheduled workday, employees will be paid for the balance of such scheduled workday.

Section 13.11.3 – Suspended Operations: Employees relieved from their regular work assignment due to suspended operations will not be required to make up time missed as a result of closures in those instances where the campus is closed and administrative / exempt employees are not required to make up similar time lost without loss of pay up to a maximum of three (3) work days per academic quarter. Should suspended operations exceed the maximum number of paid workdays per academic quarter, employees may use their choice of the following leaves to account for time that would otherwise be leave without pay: vacation leave; personal holiday; personal leave; accrued compensatory time (where applicable); leave without pay; or make up lost time within the same pay period through employee-requested schedule changes.

Section 13.11.4 – Pay Rates for Work Performed During Suspended Operations: Employees required to work on-campus during suspended operations shall receive two (2) times their regular rate of pay. Overtime worked during the closure will be compensated in accordance with the Fair Labor Standards Act and this Agreement.

Section 13.11.5 – Limit to Suspended Operations: Suspended operations shall not be in effect in excess of fifteen (15) calendar days unless the College Board of Trustees has declared an emergency. In the event of a closure exceeding fifteen (15) calendar days, the College will initiate the reduction of force rules of this Agreement.

Section 13.11.6 – Essential Employees: The College may designate essential employees who may be required to work during a period of suspended operation. Such employees will receive two (2) times their regular rate of pay. Employees of the maintenance, custodial, grounds and security departments are considered “essential employees” unless otherwise notified. Other employees may be notified of their need to work during suspended operations, dependent on the operational needs.

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

Purpose: The College recognizes the value of having its employees participate in education and skill development training and shall consider requests for such opportunities. It is the policy of the College to encourage and support employees in the development and pursuit of a professional development plan for Washington State Service under a plan mutually agreed upon between the employee and College. Employees may communicate their education and professional development training desires annually through the PDP process. Preference will be given to training that benefits both the employee and the College. It is agreed by the parties that all employees will receive adequate consideration with regard to selection for development opportunities. The College agrees to encourage professional development among the classified staff members. Subject to supervisory approval, the Employer may grant paid release time for in-service professional development and training. Paid release time will be considered time worked. Employees will submit written requests for release time to their supervisor ten (10) days in advance of the first day of training requested. The Employer will approve or deny requests in writing in accordance with College Procedure.

Section 14.1 – Professional Development Committee:

Section 14.1.1 The College will maintain a representative committee for the purposes of administering the institutional training program as follows:

- a. Develop criteria for identification of individual/group training needs and devise methods of establishing priorities;
- b. Annually audit the training program and make necessary recommendations for improvement;
- c. Review and make recommendations pertaining to use of resource and training budget allocations;
- d. In conjunction with the Office of Human Resource Services hold staff meetings for all classified

- e. employees for the purpose of improving communication;
- e. The Professional Development Committee shall meet monthly.

Section 14.1.2 – Committee Duties: The Professional Development Committee may also make recommendations related to alternative training programs utilizing:

- a. Release time
- b. Federal reimbursement program
- c. Regularly scheduled College courses
- d. Facilities and equipment usage
- e. Workshops and seminars including community and state sponsored
- f. On-the-job training
- g. Development of a skills file

Section 14.2 – Classes / Training / Workshops:

Section 14.2.1 – Training During Work Time: When the Professional Development Committee recommends an employee, or the employee meets the criteria listed below, funds for training shall be granted subject to availability. Attendance will be considered time worked for employees on all shifts.

- a. An employee must make a written request to his/her supervisor outlining the training desired; and
- b. If the workload in the office or administrative unit of the requesting employee can be redistributed or delayed with no ill effects during the period of training, as determined by the supervisor; and
- c. The supervisor determines that the training would better the affected employee's career potential, increase job efficiency, or correct problems in the employee's job performance; and
- d. The request for training must include the employee's name and work phone number; the type of training desired; the date, time, place, and cost of the desired training; and the reason or justification for the desired training.

Section 14.2.2 – YVC Classes: Employees may take YVC College classes during work time with no loss of pay in accordance with the YVC Tuition Waiver Policy if approved by the supervisor. In the event the supervisor denies the request, the employee may appeal to the Director of Human Resource Services. The College shall waive all tuition and fees for all employees who wish to take YVC classes under the following conditions:

- a. The College shall give employees priority in waivers over non-employees;
- b. Employees shall pay a fee in accordance with the YVC Tuition Waiver Practice/Procedure each quarter that courses are taken;
- c. Employees shall register and be enrolled in courses on a space-available basis;
- d. Overload registration will be at the discretion of the instructor of the course.

Section 14.2.3 – Classes at Other Institutions: Employees may take classes offered by other higher education institutions during work time with no loss of pay in accordance with the YVC Tuition Waiver Policy if approved by the supervisor. In the event the supervisor denies the request, the employee may appeal to the Director of Human Resource Services.

Section 14.2.4 – Workshops: The College agrees to conduct workshops to promote employee morale, productivity, and efficiency, as well as open new lines of communication between labor and management. Subjects for the workshops may be determined by the Professional Development Committee. Employees must first request and receive supervisor approval to attend such workshops on paid time, and such approval or denial is not subject to grievance. These workshops may include all staff or may be sponsored by sub-units, *i.e.*, Instruction, Administration, and Student Services. Attendance will be considered as time worked for employees on all shifts.

Section 14.2.5 – Supervisory Training: Employees who have accepted a promotion to a supervisory level will be provided appropriate supervisory training.

Section 14.3 – Classified Employee Orientation: The College agrees to provide each classified employee with information regarding state personnel rules and regulations, College policies and procedures, the collective

bargaining agreement, and means for enhancing career development and upward mobility for classified employees.

ARTICLE 15 – DEFINITION OF EMPLOYEES

Section 15.1 – Classified Employee: A classified employee shall be an employee who holds a position that is covered by classified service provisions as provided in RCW 41.06 and WAC 357. Except for project positions, non-permanent positions or part-time hourly positions, appointments are considered permanent with no specific end date. However, nothing in this Article precludes the Employer from initiating a layoff in accordance with Article 18 of this Agreement. Such employee is entitled to accrue the full benefits and conditions of this Agreement.

Section 15.2 – Cyclic Employee: Cyclic employees are those who are either probationary or classified employees working less than twelve (12) consecutive calendar months. At least thirty (30) calendar days before the start of each annual cycle, employees in cyclic year positions will be informed in writing of their scheduled periods of leave without pay in the ensuing annual cycle. Such leave shall not constitute a break in service and shall not be deducted from the employee's length of service granting periodic increments or in computing the employee's vacation/annual leave accrual rate.

Section 15.3 – Probationary Employees: A probationary employee shall be a classified employee who has not completed six (6) months of service with the College since the first (1st) day of employment as a probationary employee. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service. The College may extend an employee's probationary period to a maximum of one (1) year of service by written notice to the employee, with a copy to the Union, prior to the completion of six (6) months of service. A probationary employee shall work under the provisions of this Agreement but shall be employed only on a trial basis, during which period the employee may be discharged without further recourse.

Section 15.4 – Trial Service Period: A classified employee who has served a probationary period with the College, and has been appointed to a position within a different classification will serve a trial service period. Such trial service period shall be for six (6) months, during which time the College shall evaluate and train the employee in the new position. During such period, the College may discharge the employee from the position without recourse, whereupon the employee shall be offered his/her former position if it is still vacant.

If the position is no longer available, the employee will be offered positions in the following order:

- a. Any vacant position in a class in which the employee has held permanent status within the previous three (3) years and has not been demoted from a position in that class.
- b. Any vacant position for which the employee meets the minimum qualifications, can pass the performance examination (if applicable) and can demonstrate proficiency.
- c. If no vacant position is available, the employee shall be placed on the appropriate layoff list.

Either the employee or the College may elect to revert back to the employee's former position at any time without prejudice within the first sixty (60) calendar days following the appointment so long as the position has not been offered to another individual.

Section 15.5 – Temporary Employee: Temporary employees, formerly referred to as part-time hourly employees, are employees appointed to a temporary position as provided by WAC 357-19-435. The College agrees not to employ temporary employees and/or students that would:

- a. Take the place of a classified employee laid off due to lack of work or lack of funds;
- b. Fill a position currently or formerly occupied by a classified employee with the exception of;
 1. For a classified position being filled due to a leave of absence;
 2. In the event a classified employee declines to work during an extended cyclic year;
 3. While recruiting to fill the position.
- c. Supplant a classified position.

Section 15.6 – Project Employees:

1. The Employer may establish project positions for which the assigned work is contingent upon state,

federal, local, grant, or other special funding of specific and/or of time-limited duration. Project positions will be identified as such and the Employer will notify employees appointed to project positions, in writing, of the expected end date of the project employment.

2. Employees who enter into project positions without previously attaining permanent status will serve a probationary period. Employees will gain permanent status upon successful completion of their probationary period. Project employees with permanent status will serve a trial service period when they:

a. Promote to another job classification within the project; or

b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.

3. The Employer may consider project employees with permanent status for transfer, voluntary demotion, or promotion to non-project positions. Project employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position.

4. When the Employer converts a project position into a permanent position, due to a change in the nature of funding, and retains the incumbent employee who has already served a probationary or trial service period in that position, the employee will not serve a new probationary or trial service period.

5. The layoff and recall rights of project employees will be in accordance with the provisions in Article 18.

Section 15.7 – Non-Permanent Employee:

1. The Employer may make classified non-permanent appointments to fill in for the absence of a permanent employee, during a workload peak, or while recruitment is being conducted. Non-permanent appointments will not exceed twelve (12) months. A nonpermanent appointee must have the skills and abilities required for the position and will be assigned to an official Washington State Human Resources job classification and paid on the General Service Salary Schedule. The Employer is not required to use a competitive process before making a non-permanent appointment.

2. A permanent employee who accepts a non-permanent appointment within the college will have the right to return to their position in the college or to a position in the permanent classification they left at the completion of the non-permanent appointment, provided, the employee has not left the original non-permanent appointment, or unless the original supervisor agrees otherwise.

3. The Employer may convert a non-permanent appointment into a permanent appointment if the Employer used a competitive process to fill the non-permanent appointment. In such circumstances the employee will serve a probationary or trial service period. Time spent in a non-permanent appointment will count towards the probationary or trial service period.

4. The Employer may end a non-permanent appointment at any time with five (5) working days notice to the employee.

5. The separation of a non-permanent employee will not be subject to the grievance procedure in Article 7.

Section 15.8 – Temporary Appointments of Classified Staff: The College may temporarily assign current classified employees in temporary appointments to:

a. Perform work in the absence of an employee on leave for more than twelve (12) consecutive months.

b. Temporarily assign a classified employee the duties and responsibilities of an equal or higher level class for a period of less than six (6) consecutive months, and such employee shall have the right to revert to his/her position.

c. Such time shall be excluded from consideration for position reallocation requests.

ARTICLE 16 – POSITION RECLASSIFICATION

Section 16.1 Allocations or reallocations must be based upon a review and analysis of the duties and responsibilities of the position.

Section 16.2 – Position Review: When there are permanent and substantive changes in the functions of a position or whenever an employee feels that his/her position is not allocated to the proper class, the employee or representative may request a position review by the Director of Human Resource Services.

The employee shall complete his/her portion of the Position Questionnaire and submit it directly to the Office of Human Resource Services. The employee shall receive a date–stamped copy of the Position Questionnaire form cover sheet when it is presented to the Office of Human Resource Services. The employee shall not be required to seek supervisory approval or signature in order to initiate a position review.

Within sixty (60) calendar days of receipt of the position questionnaire, the Director of Human Resource Services shall investigate the request and issue a written response to the employee. The response must include either the reason the position does not warrant reallocation or the new class and salary of the position if reallocated. The employee has the right to appeal per WAC 357-13-08.

Section 16.3 – Temporary Reassignments: When the duties of a vacant position are reassigned to other staff members on a temporary basis and such assignment will exceed ten (10) consecutive working days, the reassignment of the specific duties will be made in writing to affected employee(s) with copies to the Union Chief Shop Steward and the Director of Human Resource Services. The employee(s) affected by the reassignment of duties shall be paid at the salary range which represents a two–step increase over the salary received immediately prior or more as determined by the College, and such increase shall be effective with the first day duties are assigned. Such time shall be excluded from consideration for position reallocation requests.

Section 16.4 – Salary Impact of Reallocation, Promotion and Demotion:

An employee promotes, demotes or whose position is reallocated will have his or her salary determined as follows:

- a. Classification with a Higher Salary Range Maximum:
Upon appointment to the higher class, the employee's base salary will be increased as follows:
 1. Employees moving to a position in a higher class will be advanced to a step of the range for the new class which is nearest to five percent (5%) higher than the amount of the pre-promotional step.
 2. Employees moving to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to ten percent (10%) higher than the amount of the pre-promotional step.
- b. Classification with an Equal or Lower Salary Range Maximum:
An employee occupying a position that is reallocated to a class within the same range shall have their pre-existing rate retained. Employees placed in a lower salary range will be placed in the appropriate salary range for the type of work performed at an amount nearest their previous base salary.

Section 16.5 – Placement: If the employee has had the duties which form the basis for the upward reallocation for more than one year, the Director of Human Resource Services will evaluate the length of time spent performing the duties to determine the correct pay step placement.

Section 16.6 – Class Concept Assignment: The College agrees to assign employees only duties which are consistent with the position's overall class concept, except that the College may temporarily assign higher level duties and shall compensate the employee for the higher class work.

Section 16.7 – Reallocation of a Vacant Position: When a vacant classified position is reallocated, the College will advise the Union of the reallocation, prior to the position being posted.

ARTICLE 17 – HIRING / APPOINTMENTS / TRANSFER

Section 17.1 – Position Allocation: The College will determine when a position will be filled, the type of appointment to be used when filling the position and the knowledge, skills, and abilities necessary to perform the duties of the specific position within a job classification established by the Washington Department of Personnel (DOP). The College may fill a position on a full-time or part-time basis.

The College will provide the employee with a notice of appointment with a copy to the Union. The notice will include the start date; anticipated end date for temporary, hourly, intermittent, or project employees; probationary period; trial service period; assigned supervisor and/or other information as determined by the College.

Section 17.2 – Recruitment and Testing of Candidates: The College will determine recruitment and selection methods, including testing appropriate to the requirements of the position consistent with WAC 357-16. Applicants or candidates who need reasonable accommodation in the examination and/or testing process are responsible for requesting reasonable accommodation(s).

Section 17.3 – Notice of Vacancies: The College will post positions for a minimum of fourteen (14) calendar days, with the exception of non-permanent positions which will be posted for a minimum of seven (7) calendar days, including an Outlook / e-mail notice to all classified employees. Copies of all postings shall be provided to the Union. Temporary positions, formerly known as part-time hourly positions, need not be posted.

Section 17.4 – Transfer, Reassignment and Promotion: When filling a permanent position, the College will consider internal promotional and/or transfer candidates who have the knowledge, skills and abilities to perform the duties of the vacant position prior to considering other candidates. The College reserves the right to laterally transfer employees within a classification.

Section 17.4.1 Transfer - A transfer is defined as an employee-initiated move of an employee from one position to another position within the college in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

Section 17.4.2 Reassignment - Reassignment is defined as an Employer-initiated move of an employee within the college from one position to another in the same class or a different class with the same or a lower salary range maximum. Upon reassignment, an employee retains their current base salary.

Section 17.4.3 Moving Expenses - The Employer may pay moving expenses for employees affected by employer-initiated actions in accordance with the Office of Financial Management (OFM) State Administrative and Accounting Manual (SAAM), Chapter 60.

Section 17.5 – Internal Transfer List: Current classified employees who are interested in transferring to positions within the same class shall make their wishes known by submitting a written request to the Director of Human Resource Services. The request may state a preference for shift, days off, or location. When a vacancy occurs, the College shall consider the employee(s) in advance of filling the position. Names placed on the transfer list shall be removed after one (1) year. Those employees considered but not selected for hire prior to being placed on the register shall be furnished a written explanation. Nothing in this Article shall be construed to limit the College's right to reassign personnel.

Section 17.6 – Employee Shift Changes: As shift changes occur, employees may have the opportunity to work the desired shift. Seniority shall be a consideration.

ARTICLE 18 – LAYOFF PROCEDURE

Section 18.1.1 The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. A layoff is an employer-initiated action that results in:

1. Separation from service;
2. Employment in a class with a lower salary range maximum;

3. Reduction in the work year; or
4. Reduction in the number of work hours.

Section 18.1.2 When it is determined that layoffs, other than a temporary layoff, will occur within a layoff unit, the Employer will provide the Union with:

1. As much advance notice as possible, but not less than thirty (30) days' written notice (this time period may run concurrent with the notice period provided by the Employer to the employee);
2. An opportunity to meet with affected employees prior to the implementation of the layoff; and
3. An invitation to meet under the provisions of the Labor/Management Communication Committee article of this Agreement.

Section 18.1.3 Upon the Union's request, the Employer will discuss impacts to the bargaining unit. The discussion will not serve to delay the onset of a layoff.

Section 18.1.4 The Employer will explore options including the reduction of hourly employees.

Section 18.1.5 For purposes of this Article, days are calendar days, and will be counted by excluding the first day and including the last day of timeliness. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.

Section 18.2 Basis for Layoff:

Section 18.2.1 The reasons for layoff include, but are not limited to, the following:

1. Lack of funds;
2. Lack of work; or
3. Organizational change.

Section 18.2.2 Examples of layoff actions due to lack of work may include, but are not limited to:

1. Termination of a project or special employment;
2. Availability of fewer positions than there are employees entitled to such positions;
3. Employee's ineligibility to continue in a position following its reallocation to a class with a higher salary range maximum; or
4. Employee's ineligibility to continue, or choice not to continue, in a position following its reallocation to a class with a lower salary range maximum.

Section 18.3 Voluntary Layoff, Leave of Absence or Reduction in Hours: The Employer may allow an employee to volunteer to be laid off, take an unpaid leave of absence or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an institution on unpaid leave at the same time, the Employer will determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to have their names placed on the appropriate layoff list for the job classifications in which they held permanent status, regardless of a break in service with the current Employer.

Section 18.4 Probationary Employees: Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by probationary employees. Probationary employees will be separated from employment before permanent employees.

Section 18.5 Temporary Layoff:

Section 18.5.1 Temporary Reduction in Work Hours

The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) hours per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive seven (7) days' notice of a temporary reduction in hours.

Section 18.5.2 Temporary Layoff

The Employer may temporarily layoff an employee for up to ninety (90) days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. An employee will normally receive seven (7) days' notice of a temporary layoff.

Section 18.5.3 The notification will specify the nature and duration of the temporary layoff.

Section 18.5.4 An employee who is temporarily laid off will not be entitled to:

1. Be paid any leave balance; except if the layoff is not due to loss of funding or revenue shortfall, upon request, an employee will be paid for accrued vacation leave up to the equivalent of his or her regular work schedule for the duration of the layoff.
2. Bump to any other position; or
3. Be placed on a layoff list.

18.6 Layoff Units:

Section 18.6.1 A layoff unit is defined as the entity or administrative/organizational unit within each institution used for determining the available options for employees who are being laid off.

Section 18.6.2 The layoff unit(s) covered by this Agreement shall be:

- Project Employees
- All other Classified Employees

18.7 Options within the Layoff Unit:

Section 18.7.1 Permanent employees will be laid off in accordance with seniority, as defined in Article 3, Seniority, and the skills and abilities of the employee within the layoff unit. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. Comparability is defined as having the same FTE appointment. The average number of hours worked in a year for 1.0 FTE equals two thousand eighty-eight (2,088) hours. For this Section, a less than comparable position is defined as not less than eighty percent (80%) of the employee's FTE appointment. The Employer may require updated information from the employee regarding his or her skills and abilities.

Vacant positions will be offered prior to filled positions. Employees being laid off will be provided one (1) option within the layoff unit:

1. A comparable funded vacant position for which the employee has the skills and abilities, within his or her current job classification.
2. A comparable funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current permanent job classification.
3. A less than comparable funded vacant position for which the employee has the skills and abilities and is within his or her current job classification.
4. A less than comparable funded filled position for which the employee has the skills and abilities and is within his or her current permanent classification.
5. A comparable funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status.
6. A comparable funded filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status.

Section 18.7.2 The layoff unit option will be determined, as specified above, in descending order of salary range and one progressively lower level at a time.

Section 18.7.3 If a job classification in which an employee has previously held status has been abolished or revised, a crosswalk to the class series will be used to identify layoff options at the same or lower salary range as his or her current permanent position.

Section 18.7.4 An employee in a position that is reduced in work year or work hours will have the choice of staying in the reduced position.

18.8 Institution-wide Options: In addition to the layoff unit option offered in Section 18.7 above, permanent employees being laid off will be offered:

Section 18.8.1 Up to three (3) institution-wide comparable funded vacant positions within their district provided they meet the skills and abilities required of the position(s) and the positions offered are at the same or lower salary range as the position from which the employee is currently being laid off.

Section 18.8.2 If there are no comparable vacant positions, the Employer will offer less than comparable funded vacant positions.

Section 18.8.3 If there are no less than comparable vacant positions, the Employer may offer a temporary appointment per Article 15.6. The award or denial of an informal option to a temporary appointment is not subject to the grievance procedure.

Section 18.8.4 The Employer will determine if the employee possesses the required skills and abilities for the position.

18.9 Multi-Employee Layoffs:

For multi-employee layoffs, more than one (1) employee may be offered the same funded vacant position. In this case, the most senior employee with the skills and abilities who accepts the position will be appointed.

18.10 Notification to Permanent Employees:

Section 18.10.1 Except for temporary reduction in work hours and temporary layoffs as provided in Section 18.5, permanent employees will receive written notice at least thirty (30) days before the effective layoff date. Notice will be provided by certified mail or personal delivery. The notice will include:

1. The basis for the layoff;
2. The effective date of the layoff;
3. The employee's layoff unit option and any institution-wide options;
4. The specific layoff lists for which the employee is entitled to placement;
5. The date by when an employee must select a layoff option; and
6. The process, including timelines, by which the employee is entitled to challenge the layoff.

Section 18.10.2 The Union will be provided with a copy of the notice.

Section 18.10.3 Except for temporary reduction in work hours and temporary layoffs as provided in Section 18.5, if the Employer fails to provide thirty (30) days' notice, the employee will be paid his or her salary for the days that he or she would have worked had full notice been given.

Section 18.10.4 Employees will be provided seven (7) days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the thirty (30) days' notice of layoff provided by the Employer to the employee.

18.11 Salary Employees appointed to a position as a result of a layoff action will have their salary determined as follows:

Section 18.11.1 Current Salary Level An employee who accepts another position within his or her current salary range will retain his or her current salary.

Section 18.11.2 Lower Salary Level

An employee who accepts a position with a lower salary range will be paid an amount equal to his or her current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

Section 18.11.3 Appointment from a Layoff List

1. Employees who are appointed from a layoff list to a position with the same salary range from which they were laid off will be paid the amount for which they were compensated when laid off plus any across the board adjustments, including salary survey adjustments, that occurred during the time they were laid off.

2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

18.12 Transition Review Period:

Section 18.12.1 The Employer will require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which he or she has not held permanent status or has been appointed into a new position from a layoff list. The Employer may extend the transition review period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.

Section 18.12.2 The Employer will have the authority to shorten an employee's transition review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.

Section 18.12.3 The Employer may separate an employee or an employee may voluntarily separate at any time during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the appropriate layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired. Separation during the transition review period will not be subject to the grievance procedure in Article 7.

Section 18.12.4 An employee may voluntarily separate a maximum of two (2) times as a result of a single layoff action.

18.13 Recall:

Section 18.13.1 The Employer will maintain a layoff list for each job classification. Permanent employees who are laid off may have their name placed on the register for the job classification from which they were laid off or bumped. Additionally, employees may request to have their name placed on the layoff list(s) for other job classifications in which they have held permanent status at the same or lower salary ranges, regardless of a break in service with the current Employer. However, employees will not have their names placed on a layoff list if they were demoted for cause from the classifications. An employee's name will remain on the layoff lists for two (2) years from the effective date of his or her layoff.

Section 18.13.2 When a vacancy occurs within an institution and where there are names on a layoff list for that classification, the Employer will fill the position with the most senior employee who has the required skills and abilities to perform the duties of the position to be filled in accordance with Article 17, Hiring and Appointments.

Section 18.13.3 Removal from Layoff Lists When an employee is appointed from a layoff list, the employee's name will be removed from that job classification's layoff list, as well as from all other layoff lists at the same or lower salary range as the position to which he or she was appointed. An employee will be removed from the appropriate job classification layoff list after he or she waives the appointment to a position for that job classification three (3) times. In addition, an employee will have his or her name removed from all layoff lists upon retirement, resignation or discharge from the Employer.

Section 18.14 Permanent & Project Employment:

A. Permanent classified employees have layoff rights. Formal options will be determined using the procedure outlined in Section 18.7, above.

B. Permanent classified employees who left regular classified positions to accept project employment without a break in service have layoff rights. The employee's return rights will be to the job classification they last held permanent status in prior to accepting project employment using the procedures in Sections 18.8 and 18.9 above.

ARTICLE 19 – PERSONNEL FILE

Section 19.1 – General: The College shall retain only one official personnel file for each classified employee. The official personnel file shall be maintained by the Director of Human Resource Services. The College reserves the right to maintain an electronic facsimile of personnel file documents such as leave slips, notices of assignment, and performance evaluations in lieu of actual documents. No other official personnel file shall be maintained by any officer or administrator of the College.

Section 19.1.1 – Supervisory Files: The College may allow supervisors to keep a secondary supervisors file on individual employees for the purpose of aiding the supervisors in preparing evaluations. Such material contained in the secondary personnel files will relate only to job performance. This shall not preclude the maintenance of all lawful payroll records by the Business Office nor maintenance of other essential records by appropriate personnel for the operation of the institution.

Section 19.2 – Healthcare Information: The College will not require Employees to provide information about the health or medical condition of the employee or the employees family unless such information is specifically, related to the performance of duties within the scope of employment, fitness to hold the employees position or the providing of benefits requested by the employee. Health and medical information obtained by the College will be maintained in a separate, confidential file and access to this information by the College's personnel will be limited to those persons with a legitimate business or legal need to know. Employees may be requested to sign a waiver of medical confidentiality related to a legitimate business need.

Section 19.3 – Confidentiality: Use of an individual's personnel file is restricted to the individual classified employee, his/her immediate supervisor, Director of Human Resource Services and/or Human Resource staff, and the President. None of those having access to the file may remove any material without the knowledge of the classified employee for other than those purposes set forth in this Article.

Section 19.4 – Right to Review: Each classified employee shall have the right to review the entire contents of his/her personnel file, except for confidential credentials. A classified employee's attorney/representative may review an employee's file upon authorization from the employee to review his/her personnel file. The contents of the personnel file shall be available for photocopying in the presence of the person in charge of the file and the classified employee involved, except for confidential credentials.

Section 19.5 – Employee Rebuttal: Material concerning any classified employee may be placed in his/her

personnel file only after she/he has been notified of the intent to place the material in the file, given a copy, and asked to sign acknowledgment of receipt. His/her signature shall not necessarily imply agreement with any statement contained in the material. The employee will be given sixty (60) calendar days to append to it a rebuttal to any charges, complaints, or statements involved and to sign and date the rebuttal material.

Section 19.6 – Excluded Materials: Material placed in a personnel file more than sixty (60) calendar days after the events/incidents referenced in the material occurred or more than sixty (60) calendar days after the College should have become or was aware of the events/incidents may not be used in any disciplinary action against any employee, except in cases where the Union and College mutually agree to an extension of the time frame. Material placed in the personnel file under any other circumstances shall be ruled improper and shall not be used as grounds or justification for any disciplinary action against such classified employee.

Section 19.7 – Retention of Information: Information must be kept in the employee's personnel file as long as it has a reasonable bearing on the employee's job performance or the College's efficient and effective management of the institution not to exceed three (3) years, after which time it will be removed at the employee's request, except for findings related to Title IX Investigations. Adverse material proven to be inaccurate or false, or information related to employee misconduct or alleged misconduct which is determined to be false, and all such information in situations where the employee has been fully exonerated of wrong doing must be promptly removed from the employee's personnel file unless the information is related to pending legal action or legal actions(s) may be reasonably expected to result, in which case the file shall be maintained in an administrative file separate and apart from the personnel file.

ARTICLE 20 – PERFORMANCE EVALUATIONS

Section 20.1 – General: The College shall process an employee's annual performance evaluation on or about the same time each year.

The College shall utilize the Performance and Development Plan (PDP) as the tool to evaluate the employee's contribution to helping the College achieve its goals and be successful. The PDP provides for a participative and collaborative process for reviewing the employee's past performance, establishing future performance expectations, determining training/development needs, and identifying other organizational support that the employee may need.

Section 20.2 The College agrees to make the PDP User's Guide available online as published by the Washington State Department of Personnel.

- a. Employee performance is to be evaluated on the approved form on the basis of performance expectations determined by the supervisor.
- b. Upon appointment to a position, the employee's supervisor will provide the employee with a copy of the following:
 1. The specification for the class.
 2. The employee's specific position duties and responsibilities and performance expectations which relate to the specification.
- c. The performance expectations shall remain in effect for future evaluations unless action is taken to modify them and the employee has been provided with a copy of the changes.

Section 20.3 The College will provide training to managers, supervisors and employees regarding the PDP.

Section 20.4 Prior to modifying or replacing established performance evaluation criteria for an employee, that employee will be notified in writing of the changes.

Section 20.5 Performance evaluations will be retained in an employee's personnel file for at least one (1) year.

Section 20.6 An employee will receive a copy of the completely processed performance evaluation within thirty (30) calendar days of the reviewer's signature.

Section 20.7 Performance evaluations shall not be used as a basis for disciplinary action.

ARTICLE 21 – HEALTH / SAFETY / ETHICAL PRACTICES

Section 21.1 The Division of Occupational Safety and Health (DOSH) standards and procedures shall be conspicuously posted and adhered to campus-wide. Classified Staff representative(s), recommended by the Chief Shop Steward be represented on a College safety committee that is in compliance with the Washington Industrial and Safety Health Act (WISHA).

Section 21.2 The safety committee will meet no less than quarterly to review safety violations, problems, programs, etc. The College will receive comments/recommendations from the safety committee and make good faith efforts to remedy the situations. Employee's attendance at the safety committee will be considered time worked.

Section 21.3 Employees shall spend only a reasonable time in safety-related matters. The employer will provide employees with orientation and/or training to perform their jobs safely. At least once every two years, the employer will provide emergency preparedness training whose topics will include at least those agreed upon by the parties in a separate document and as modified by mutual agreement at LMCC.

Section 21.4 – Employee Safety:

Section 21.4.1 Classified staff shall not be required to work in unsafe or hazardous conditions or to perform hazardous tasks which endanger their health, safety, or well-being. Employees affected or endangered shall inform their supervisor or higher administrator, including leaving the employee's work area to inform the supervisor/administrator if necessary. The employee shall not be required to resume work in the area or perform the hazardous task until the hazard or condition is corrected. A request to leave or move to an alternate worksite shall be granted by the employee's immediate supervisor.

Section 21.4.2 The College agrees to provide safety precautions from bodily injury and theft in areas where money is being counted and/or transported, especially in those areas during hours of darkness.

Section 21.4.3 Employees are encouraged to report to campus security those individuals and/or circumstances which may present a threat. Campus security personnel will investigate and report the incidents. Employees should additionally report the threat to their supervisor. If the supervisor is the threatening party, the employee should report the event to security and the Director of Human Resource Services. The College will take appropriate steps to mitigate the danger and provide the threatened employee with information regarding what response(s) are planned or taken. If the threatened employee secures a restraining order against the threatening individual, the College agrees to abide by and not interfere with the order.

Section 21.5 – Drug and Alcohol Testing: The College reserves the right to require that prospective employees submit to drug and/or alcohol testing as it deems fit prior to such individuals becoming part of the bargaining unit. The College agrees not to perform drug testing on bargaining unit employees unless there is statutory authority to do so.

All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. Each institution is required to comply with the Drug-Free Schools and Communities Act (DFSCA) and the Drug-Free Schools and Campuses Regulations in order to be eligible for federal funding. Compliance with these Acts requires colleges to adopt and implement a program designed to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees. Marijuana remains an illicit drug based on federal law despite Washington law. Pursuant to the provisions of the Drug Free Work Place Act, qualifying institutions are required to make an ongoing good faith effort to maintain a drug-free workplace. Therefore, for purposes of this article, the terms "drugs" and "controlled substances" includes marijuana and/or medical marijuana and is an illicit drug.

Section 21.5.1 – Possession of Alcohol and Illegal Drugs: Employees may not use or possess alcohol while on duty, except when authorized by the institution's policy. The possession or use of illegal drugs is strictly prohibited.

Section 21.5.2 – Prescription and Over-the-Counter Medications: Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.

Section 21.5.3 – Drug and Alcohol Testing – Safety Sensitive Functions: Employees required to have a Commercial Driver's License (CDL) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current institution policy.

Section 21.5.4 – Testing for Reasonable Grounds:

Reasonable Suspicion - Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee when the Employer has reasonable grounds to suspect that alcohol or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another. Specific objective grounds must be stated in writing that support the testing. Examples of specific objective grounds include but are not limited to:

1. Physical symptoms consistent with controlled substance and/or alcohol use;
2. Evidence or observation of controlled substance or alcohol use, possession, sale or delivery;
or,
3. The occurrence of an accident where a trained manager, supervisor or lead worker suspects controlled substance/alcohol usage may have been a factor. Post-accident drug and alcohol testing may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

Referral – Referral for testing will be made on the basis of specific objective grounds documented by a supervisor or manager who has attended the training on detecting the signs/symptoms of being affected by controlled substances/alcohol and verified by another trained supervisor or manager.

Testing - When reasonable grounds exist, employees must submit to alcohol and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary, will be paid by the Employer. Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

Rehabilitation - The Employer may use a positive drug or alcohol test to require an employee to successfully complete a rehabilitation program.

Discipline - An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including dismissal based on the incident that prompted the testing, including a violation of the drug and alcohol free workplace rules.

21.5.5 – Training: Training will be made available to managers and supervisors. The training will include:

- A. The elements of the Employer’s Drug and Alcohol-Free Workplace Program;
- B. The effects of drugs and alcohol in the workplace;
- C. Behavioral symptoms of being affected by controlled substances and/or alcohol;
- D. Rehabilitation services available; and
- E. Medical confidentiality and HIPAA regulations regarding prescription and over-the-counter medications.

Section 21.6 – Background Checks: The College agrees to perform background checks on bargaining unit employees only where the employee is being considered for a different position within the bargaining unit for which a background check is necessary and appropriate. The Employer will not perform a credit check on any bargaining unit employee. Employees shall immediately report any loss of license; loss of certification; arrest or conviction which could reasonably affect their ability to impact their ability to perform their duties.

Section 21.7 – Ethical Practices: Yakima Valley College is a state agency operated in accordance with Washington State law. To protect the public interest, College employees are obligated to treat their positions as a public trust, using their official powers and duties and the resources of the College only to advance the public interest. This obligation requires that all employees

- a. Protect the integrity of the College by being independent and impartial in the exercise of their duties, avoiding the use of their position for personal gain or private advantage.
- b. Promote an environment free from fraud, abuse of authority, and misuse of public property.
- c. Create a work environment that is free from all forms of unlawful discrimination and harassment.
- d. Treat members of the campus community and the community at large with respect, concern, courtesy, and responsiveness.
- e. Protect confidential information to which employees have access.

Section 21.8 – Hostile Work Environment: The College shall not allow conduct that enables a hostile work environment. Any employee who feels subject to a hostile work environment shall report such to their immediate supervisor unless the supervisor is the alleged harasser, in which case the employee will notify the Executive Director of Human Resources and Equity or their supervisor.

Section 21.9 – Non-Discrimination: Neither the College nor the Union shall discriminate against any employee on the basis of race, creed, religion, color, national origin, sex, pregnancy, sexual orientation and/or gender identity, disabling condition, genetic information, ability of a mother to breastfeed her child, marital status, age, affiliation, or presence of any physical, sensory, or mental handicap, honorably discharged veteran or military status, disabled veteran status or Vietnam era veteran status. Bona-fide occupational requirements are not to be considered a violation of this section.

Section 21.10 – Affirmative Action: The College and WPEA recognize and reaffirm their support and commitment to the concept of Affirmative Action as embodied in federal, state, and College policies and programs.

ARTICLE 22 – MISCELLANEOUS PROVISIONS

Section 22.1 Payment of authorized per diem or incurred expenses and mileage, if a private car is used while on approved College’s business as provided by operational procedures of the institution, shall be in accordance with the maximum allowed by State Law and Regulations, except as waived in writing by mutual agreement because of lack of funds.

Section 22.1.1 Classified employees shall not be required to use their personal vehicles for College business without the agreement of the affected employees.

Section 22.1.2 The College will grant employee requests for advance travel allowance when requests are made in accord with OFM regulations.

Section 22.2 – Travel Time: The College shall normally notify an employee at least seven (7) calendar days prior to scheduled overnight travel.

Section 22.2.1 Travel time will be considered time worked, when:

- a. It is required by the College during normal work hours from one work site to another; or
- b. It occurs outside of normal work hours to a different work location that is greater than the employee's normal home-to-work travel time; or
- c. The employee is authorized or required to travel away from home overnight and the travel occurs during normal working hours or during corresponding hours on non-working days.

Section 22.2.2 Travel time will not be considered time worked in accordance with 29 C.F.R. Section 785, when the employee is commuting between the employee's home and his or her official work site.

Section 22.3 – Travel Vouchers: Employees are required to submit travel reimbursement vouchers on a monthly basis in a timely fashion. In the event of significant travel expenditures, employees may submit vouchers twice monthly.

Section 22.4 – Parking: A parking area at the campuses shall be provided for classified employees. The College shall maintain the current number of reserved, non-paid parking stalls as of July 1, 2006 at the campuses during all times and periods of work for classified employees. At other locations where free public parking is not readily available, the College shall extend every effort to arrange parking at no cost to the employee. Effective July 1, 2021, classified employees may park in any lot other than Lots A, C, D & E using a valid classified employee parking sticker. Appropriate parking stickers shall be issued to all classified employees of the District.

Section 22.5 – Uniform Allowance: All personnel required to wear a specific type of clothing, footwear, tools, and/or identification shall be provided such clothing, footwear, tools, and/or identification. Clothing maintenance shall be provided by the employee. Such clothes or tools will remain the property of the College. Clothing provided by the College shall be worn only in the performance of duty for the College.

Section 22.6 – License & Certification Fees: The College agrees to reimburse employees for the cost of all license and/or certification fees which are required by the College to perform their job.

Section 22.7 – Campus Video Monitoring: The parties to this Agreement recognize the need of the College to electronically monitor public places as part of a security and workplace violence prevention plan. Employees will be notified when such monitoring is put in place. Employees will generally not be subject to electronic monitoring, such as through video cameras, electronic key cards, keypads, or other electronic means, to determine an employee's whereabouts or activities, either in real time or after the fact.

Where the Employer has reasonable grounds to suspect that an employee has engaged or is engaging in misconduct, it may use electronic monitoring as part of a specific investigation provided:

- A. The monitoring is part of a written investigation plan that describes the reason for, duration, and scope of the monitoring;
- B. The monitoring is narrowly tailored to meet the purpose of the investigation; and,
- C. The college President or designee has approved the investigation plan.

Section 22.8 – Overpayment Recovery Process –

- A. When the Employer has determined that an employee has been overpaid wages, the Employer will provide written notice to the employee that will include the following items:
 1. The amount of the overpayment;
 2. The basis for the claim; and

3. The rights of the employee under the terms of this Agreement.

- B. Method of Payback. The employee must choose one (1) of the following options for paying back the overpayment:
1. Voluntary wage deduction;
 2. Cash; or
 3. Check.

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the Employer may agree to make other repayment arrangements. The payroll deduction to repay the overpayment will not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the Employer and the employee can agree to an amount that is more than the five percent (5%).

If the employee fails to choose one (1) of the three (3) options described within the timeframe specified in the institution's written notice of overpayment, the institution will deduct the overpayment owed from the employee's wages over a period equal to the number of pay periods during which the overpayment was made.

Any overpayment amount still outstanding at separation of employment will be deducted from the earnings of the final pay period.

The Employer agrees not to add interest to the overpayment amount.

- C. Appeal Rights. Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 7 of this Agreement. No deduction shall be made from the employee's wages for the duration of the grievance procedure, with the exception of those employees who separate from the Employer during the pendency of the grievance process.

Section 22.9 – Employee Assistance Program: The College agrees to provide employees with an employee assistance program with benefits to employees no lower than those provided by the Washington State Employee Assistance Program.

Section 22.10 – Personal Mobile Devices: Employees will not be required or expected to use their personal mobile devices for work purposes. Training will include information on the Public Records Act that, at a minimum, will include information on retention schedules and how the employee's use of personal mobile devices interacts with the Public Records Act.

Section 22.11 – Personal Property Reimbursement: Employees may seek reimbursement, in accordance with RCW 4.92.100, for personal property that is unavoidably damaged or stolen in the proper performance of their duties.

ARTICLE 23 – SEPARABILITY & RENEGOTIATION OF AGREEMENT

Section 23.1 – Continuation of Contract: If any provisions of this document or its application shall be found in violation of the law, such provision or application shall be deemed invalid. Such determination shall not invalidate the entire Agreement; it being the express intention of both parties hereto that all other provisions not declared in violation of law shall remain in full force and effect.

Section 23.2 – Mandatory Subjects of Bargaining: In the event of legislation during the life of this Agreement which provides for collective bargaining on mandatory matters not subject to collective bargaining on the effective date of this Agreement, negotiations on these new matters shall begin not later than sixty (60) calendar days from receipt of notice to negotiate by the WPEA.

Section 23.3 – Re-Negotiation: WPEA and the College will meet for the purpose of re-negotiation of any Article or portion of this Agreement found to be in violation of the law. Such request by either party shall be in writing within sixty (60) calendar days of being found in violation of the law.

Section 23.4 – Complete Agreement: This Agreement is a result of good faith negotiations by and between the parties. Both parties had an unlimited opportunity to raise, negotiate and dispose of issues. The agreement expressed herein in writing constitutes the entire agreement between the parties, and no oral statement shall add to or supersede any of its provisions. This Agreement supersedes prior Agreements and Memorandum of Understandings.

Section 23.5 – Notice of Agreement Re-Opening: Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2024 and no later than February 28, 2024. Negotiations will begin at a time agreed upon by the parties.

Section 23.6 – Classification Plan Adoption: The parties agree to utilize the Washington State Department of Personnel (DOP) classification plan as it exists at the time of contract ratification and as amended by DOP during the life of this Agreement.

Section 23.7– Negotiations Teams: Negotiations for the purpose of negotiating a new agreement at the expiration of this agreement shall be by teams designated by each party. A chief negotiator will be identified by each team.

Section 23.8 – Release Time For Negotiations: Employee(s) on the Union team, not to exceed four (4) delegates plus one (1) observer / alternate shall be given reasonable time during work hours to participate in negotiations, without loss of pay or other benefits, provided this release time does not interfere with the day-to-day operations of the institution. The College shall incur no overtime obligation in the performance of the function.

Section 23.9 – Contract Printing: Copies of this Agreement shall be printed no less than fourteen (14) calendar days prior to the date the Agreement becomes effective and presented to all members of the classified staff. The cost of such printing will be shared equally between the parties.

Section 23.10 – No-Strike: Nothing in this Agreement permits or grants to the Union or any employees the right to strike or refuse to perform their official duties.

ARTICLE 24 – DURATION OF AGREEMENT

Section 24.1 – Duration of Agreement: The term of this Agreement shall be from July 1, 2023 until its expiration at 12:00 a.m., midnight on June 30, 2025.

Section 24.2 The parties agree that in the event the Washington State Public Employment Relations Commission (PERC) orders a change in the composition of bargaining unit represented by the Washington Public Employees Association / UFCW 365 during the term of this Agreement to include employees working between 350 and 1,050 hours per year, the Union agrees that the College's current employment practices regarding wages, hours and working conditions of employees working between 350 and 1,050 hours per year will continue during the term of this Agreement.

FOR THE UNION:



Chief Negotiator
WPEA Staff Representative

FOR THE COLLEGE:



President

APPENDIX A
WAGE RATES FOR CLASSIFIED EMPLOYEES

A.1 – Wage Rates – Classified employees:

A. Effective July 1, 2023, each classification represented by the Union will continue to be assigned to the same salary range of the “State General Service Salary Schedule Effective July 1, 2023 through June 30, 204” that it was assigned on June 30, 2023, except as otherwise specifically provided for in Appendix M of the State of Washington and Washington Public Employees Association master higher education Collective Bargaining Agreement.. Effective July 1, 2023, each employee will continue to be assigned to the same range and step of the State General Service Salary Schedule that they were assigned on June 30, 2023, except as otherwise specifically provided for in this article.

B. Effective July 1, 2023, all salary ranges and steps of the “General Service Salary Schedule” will be increased by four percent (4%) as shown in Appendix E of the State of Washington and Washington Public Employees Association master higher education Collective Bargaining Agreement (Master CBA). This salary increase is based on the General Service Salary Schedule in effect on June 30, 2023.

C. Effective July 1, 2024, all salary ranges and steps of the General Service Salary Schedule will be increased by three percent (3%), as shown in Appendix F of the Master CBA. This Salary increase is based on the General Service Salary Schedule in effect on June 30, 2023.

D. For IT job classifications, Appendices I, J, K, and L of State of Washington and Washington Public Employees Association master higher education Collective Bargaining Agreement apply as appropriate.

E. Minimum Wages Determined by Local Ordinances.

Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in this Collective Bargaining Agreement, will be paid no less than the minimum wage directed by the local ordinance. The Employer will place the employee on a step in the assigned salary range that is equal to or higher than the minimum wage requirement of the local ordinance.

F. State Minimum Wage

The Employer will implement any State of Washington minimum wage increase enacted during the term of this Agreement as mandated by the State.

G. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsections B and C, above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

A.2 – Periodic Increases: Periodic increases are provided as follows:

A. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.

B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase to their base salary following completion of twelve (12) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.

C. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges, in accordance with Subsections A and B, above.

D. The effective date of the periodic increase will be the first day of the month it is due.

E. Employees hired before July 1, 2021 will retain their periodic increment date as of June 30, 2021.

F. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.

APPENDIX B
CONFORMITY OF ECONOMIC TERMS AND CONDITIONS

B.1 – Benchmark: The parties to this Agreement mutually agree that certain economic terms and conditions within the Collective Bargaining Agreement to which this Appendix is attached should be uniform in application with those collectively bargained for other higher education institutions in Washington state. To that purpose, the parties agree that those items listed in this Appendix will replicate those specified in Agreement executed by and between the Washington State Higher Education Coalition (on behalf of certain Washington State Community Colleges) and the Washington Public Employees Association (WPEA) pursuant to RCW 41.80.010 for the term July 1, 2023 to June 30, 2025.

B.2 – Items to be Replicated: Only those items specifically mentioned in this Section, as limited in scope by this Section, will be replicated and applied to the economic terms and conditions of this Agreement.

B.2.1 – Personal Day: The parties agree that in the event the Higher Education Coalition Agreement provides that personal days may be carried over from year to year, with a maximum of two (2) days at any given time, the same shall be provided in this Agreement.

B.2.2 – Continuation of Personal Leave Day: The parties agree that in the event the Higher Education Coalition Agreement provides for continuation, increase or elimination of the Personal Leave Day(s) as reflected in Article 12, Section 9 of the Agreement, the same shall be provided in this Agreement.

B.2.3 – Health Benefits: The parties agree that the composition, costs and contribution rates for health insurance benefits shall be the same as those provided by the Washington State Health Care Coalition as pursuant to RCW 41.80.020.

B.2.4 – Wage Rates: The parties agree that the wage rates including salary schedules, cost of living adjustments, lump sum payments, periodic increases, salary survey funding levels and assignment pay shall be the same as those provided in the Higher Education Coalition Agreement referenced in this Appendix.

B.3 – Application of this Agreement Subject to Funding by the Legislature: Any compensation and benefit increases contained in this Agreement will not be effective unless specifically authorized and fully funded through additional appropriations by the legislature pursuant to RCW 41.80.010.

B.4 – Reformatting of the Agreement: The parties mutually agree that following inclusion of economic terms pursuant to this Appendix, the Agreement will be modified to reflect changes made as a result of the application of this Appendix prior to printing and distribution of this Agreement. An original copy of the signed Agreement, along with a copy of the Agreement to which this Appendix makes reference, will be provided to each party to this Agreement.