



2015 - 2017

**COLLECTIVE
BARGAINING AGREEMENT**

By and Between

YVCC AND WPEA

July 1, 2015 to June 30, 2017

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YVCC AND 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 Community College (hereinafter referred to as the "Employer," the "College" or "YVCC"). 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 YVCC 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. YVCC, 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 as referenced in Appendix “B” to this Agreement. Excluded: All students exempted by WAC 357-04-040 and all employees working less than 1,050 hours in any twelve (12) consecutive calendar month period, and all employees of the Employer not working in a classification included in or attached to this Agreement.

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.

ARTICLE 2 – UNION SECURITY AND PAYROLL DEDUCTIONS

Section 2.1 – Agency Shop: It shall be a condition of employment that all bargaining unit employees shall become members of the Union within thirty (30) days of beginning employment or shall pay an agency shop fee equal to the amount required to become a member in good standing. 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. The Union agrees to file a payroll deduction authorization form with the Employer for each member prior to the effective date determined by the Employer for instituting deductions.

Section 2.2 – Mandatory Dues Deduction: Union members may cancel or alter their payroll deduction authorization by filing a written notice with the Employer and the Union not less than thirty-one (31) calendar days prior to such action.

Section 2.3 – Exception to Mandatory Dues: Any employee may alternately pay a reduced “representation fee” pursuant to RCW 41.80.100(1). Employees who wish to exercise the right of non-association with an employee organization pursuant to RCW 41.80.100(2), based on bona fide religious tenets, or teachings of a church or religious body of which they are a member, must present a written request for non-association to the Director of Human Resource Services with a copy to the Union’s headquarters.

Section 2.4 – Membership or Fee Payer Status: In the event an employee fails to apply for or maintain membership in the Union, or pays an agency fee in lieu of membership, or has not been recognized as having a bona-fide religious objection, as required in this Agreement, the Union may give the Employer notice of this fact and upon request of the Union within fourteen (14) calendar days following receipt of such notice, the employment of such employee shall be terminated by the Employer, unless during said fourteen (14) calendar days such employee reinstates his/her good standing with the Union or becomes a member of the Union. 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.

ARTICLE 3 – SENIORITY

Section 3.1 – Seniority: No employee shall acquire seniority until they have become a classified employee. Seniority shall be on the basis of longest continuous service, with non-supervisory and supervisory employees appearing on two (2) separate lists. Cyclic breaks will not constitute a break in service or be deducted from seniority. Each 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 twelve (12) 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;
- 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 annually.

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.

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 YVCC.

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.

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.

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, YVCC 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 YVCC 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.

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 YVCC classified employee meetings in accordance with standard scheduling and policies of the College.

Section 4.9 – New Employee Meeting: Each employee hired into a bargaining unit position shall be granted one-half hour, without loss of pay, for an orientation with a Job Rep and/or Staff Rep on this agreement within 90 days of being hired. The local WPEA Chief Job Rep or designee(s) shall make available to each new employee membership informational material provided by the Union, including copies of this Agreement.

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 Community 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.

Section 6.2 – Committee Composition: The Labor-Management Committee shall be composed of eight (8) YVCC 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. 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 day’s 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 – 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, with a copy to the employee's immediate supervisor. 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 – Vice-President: If the Union wishes to continue the grievance, it shall submit a written grievance using the form attached to this Agreement to the appropriate Vice-President, or if none, to an Administrator appointed by the President (hereinafter referred to as the "appointee") within fourteen (14) calendar days of the Human Resource Director's response. A copy of the grievance will be supplied to the Human Resource Director at the same time it is given to the Vice-President (or appointee). The Vice-President (or appointee) shall meet with the Union within fourteen (14) calendar days of receipt of the written request, after which the Vice-President (or appointee) shall respond in writing within fourteen (14) calendar days of the meeting.

Step 3 – President: If the Union is not satisfied with the response of the Vice-President (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 4 – 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. 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 5 – 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 are not grievable 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, dismissal, and suspension followed by dismissal.

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. Should the Union decide to grieve a formal disciplinary action, it shall be filed at Step 2 of the grievance procedure; except that should the Union decide to grieve a letter of reprimand, it shall be filed at step 3 and cannot be advanced further.

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.

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	Day immediately following Thanksgiving 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 work day 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 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.

Section 9.2 – Personal Holiday Pay: Employees shall be entitled to one paid personal holiday per calendar year in addition to those specified in this section, provided:

- a. The employee has been continuously employed by the institution for more than four (4) months.
- b. The employee has given not less than fourteen (14) calendar days written notice to the supervisor; provided, however, the employee and the supervisor may agree upon an earlier date; and
- c. The number of employees selecting a particular day off does not prevent providing continued public service. Entitlement to the personal holiday will not lapse when denied.

Section 9.2.1 Full-time alternate work schedule employees shall receive eight (8) hours of regular holiday pay for the personal holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by use of vacation leave, use of accumulated compensatory time as appropriate, or leave without pay.

Section 9.2.2 Part-time classified employees shall be entitled to the number of paid hours on a personal holiday that their monthly schedule bears to a full time schedule.

Section 9.2.3 A personal holiday may be donated to another employee for shared leave as provided elsewhere in this Agreement. That portion of a personal holiday that is accrued, donated as shared leave, and then returned during the same calendar year to the donating employee, may be taken by the donating employee.

Section 9.2.4 If continuously employed by the institution for four months, an employee shall be granted part or all of the personal holiday to care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency health condition or to care for a child with a health condition that requires treatment or supervision.

Section 9.2.5 Personal holiday 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.

Me-Too on Ability to Carry to a Maximum of 2 Days, But Not Cash-Out - TA – 8/12/14

Section 9.2.6 The Employer may allow an employee who has used all of his or her sick leave to use all of a personal holiday for sick leave purposes as provided in Article 11.1.1.

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 year of continuous state employment – 12 days (8.0 hours per month);
- b. During the 2nd year of continuous state employment – 13 days (8 hours, 40 minutes per month);
- c. During the 3rd and 4th years of continuous state employment – 14 days (9 hours, 20 minutes per month);
- d. During the 5th through the 7th years of total state employment – 15 days (10 hours per month);
- e. During the 8th through 10th years of total state employment – 16 days (10 hours, 40 minutes per month);
- f. During the 11th year of total state employment – 17 days (11 hours, 20 minutes per month);
- g. During the 12th year of total state employment – 18 days (12 hours per month);
- h. During the 13th year of total state employment – 19 days (12 hours, 40 minutes per month);
- i. During the 14th year of total state employment – 20 days (13 hours, 20 minutes per month);
- j. During the 15th year of total state employment – 21 days (14 hours per month);
- k. During the 16th and succeeding years of total state employment – 22 days (14 hours, 40 minutes per month).

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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 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 employing institution/agency. 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 employing institution/agency 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 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 (¼) 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. **TA – 8/12/14**

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 three (3) 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. 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. The College may require a written medical certificate for any sick leave absence explaining the nature of the illness or absence in circumstances where the College suspects an abuse of sick leave.

Section 11.3 – Return to Work Certification: An employee returning to work after five (5) consecutive work days 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 suspects an abuse of sick leave, the employee may be placed on a medical verification (MedVer) plan.

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:

TA – (Me-Too to WPEA HE Agreement) – 7/30/14

Section 11.6.1 Eligibility for Leave: 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 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.
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.

Section 11.6.2 – Military Caregiver Leave: 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 Family 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.

Section 11.6.3 – Use for Newborn, Adopted, Foster or Adopted Children: 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.

Section 11.6.4 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.

Section 11.6.5 The family medical leave entitlement period will be a rolling 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 College 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.

Section 11.6.6 – Continuation of Health Care Benefits: The College will continue the employee's existing College-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.

Section 11.6.7 – Designation of Benefits: The College 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.

Section 11.6.8 – Certification Requirement: The College 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.

Section 11.6.9 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 College's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Section 11.6.10 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.

Section 11.6.11 The employee will provide the College 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.

Section 11.6.12 An employee returning from family medical leave will have return rights in accordance with FMLA and WFLA.

Section 11.6.13 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 College 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 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 work day, or may request leave.

Section 12.3 – Bereavement Leave: Paid leave in addition to sick and vacation leave shall be granted for bereavement. Up to three (3) days of bereavement leave shall be granted for each death of a family member or household member. “Family members” is 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. “Household members” is defined as persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another, not including persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

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 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 YVCC employees to donate leave to other state employees and may allow YVCC 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. Any decision by the President regarding the use of leave for these purposes is not grievable as provided in this Agreement.

Section 12.9 – Personal Leave Day: An employee may choose one (1) workday as a personal leave day each fiscal year during the life of this Agreement if the employee has been continuously employed by the college for more than four (4) months.

The college will release the employee from work on the day selected for personal leave 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 a college to continue its work efficiently and not incur overtime.
- c. 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.

Personal leave may not be carried over. Personal leave is pro-rated for less than full-time employees. The pay for full-time employee's personal leave day is eight (8) hours. Upon request, an employee will be approved to use part or all of his or her personal leave day for:

- a. The care of family members as required by the Family Care Act, WAC 296-130;
- b. Leave as required by the Military Leave Act, RCW 49.77 and in accordance with Article 12.1; or
- c. Leave as required by the Domestic Violence Leave Act, RCW 49.76
- d. Any remaining portions of personal leave day must be taken as one (1) absence, not to exceed the work shift on the day of the absence.

The phrase "each fiscal year" in this section will expire with the expiration of this Agreement. **TA – ME-TOO - 8/12/14**

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) work days not lasting more than ten (10) consecutive working hours each within the same workweek; or
 2. Four (4) nine (9) consecutive hours work days and one (1) four (4) hour work day; or
 3. Five (5) work days 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 biennium.

Section 13.4.3 – Distribution of Overtime: Overtime will be offered to qualified employees within an assigned department who volunteer for the overtime assignment. In the event that more employees volunteer than are needed, seniority among those employees normally assigned to perform the type of work required will be considered to determine which employee(s) receive overtime work. An employee may refuse overtime; however, if all qualified employees refuse overtime, the supervisor may mandatorily assign 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 at least seven (7) 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 two (2) 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.

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 work station 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 work station 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.

Section 13.8 – Shift Differential:

Section 13.8.1 Shift differential for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 p.m. and 7:00 a.m. will be ninety cents (\$0.90) per hour or one hundred fifty-six dollars and sixty cents (\$156.60) per month.

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Section 13.8.2 Shift premium will be paid for the entire daily or weekly shift, which qualifies under Subsection 13.8.1 above. Shift premium 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 premium pay will receive the same shift premium 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 premium, the employee will receive shift premium pay during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify for shift premium.

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 work station. 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 work day will be broadcast to employees by media serving the community College district and/or the College website;
- b. For suspensions occurring during the work day, employees will be contacted by an appropriate supervisor.
- c. Employees will report to work on subsequent work days 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 two (2) work days per academic quarter.

Section 13.11.4 – Pay Rates for Work Performed During Suspended Operations: Employees required to work 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 facility operations department (maintenance, custodial and security) 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 Agency. 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.

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 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 14.1.3 – Budget: The College shall agree to furnish a yearly budget for the Professional Development Program in an amount not less than \$3,000.00. The Professional Development Committee will be responsible for submitting budget proposals through the office of the Director of Human Resource Services, following the established College budget procedure before allocation of funds will be considered. The College will strive to make additional funds available for training opportunities.

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 – YVCC Classes: Employees may take YVCC College classes during work time with no loss of pay in accordance with the YVCC 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 YVCC

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 YVCC 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 YVCC 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.

Section 14.4 - In-Training Employment: The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in- training. The Employer and the Union will document the training program, including a description and length of the program.

1. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from classified service, any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with prior written notice from the Employer.

2. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time. The employee's reversion right will be to the job classification that the employee held permanent status in prior to his or her in-training appointment, in accordance with Subsection 14.4 of this Article. The in-training separation of an employee will not be subject to the grievance procedure.

3. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment.

4. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level.

5. If the entire in-training program—meaning all levels within the in training appointment—is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.

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ARTICLE 15 – DEFINITION OF EMPLOYEES

Section 15.1 – Classified Employee: A classified employee shall be an employee who holds a position that is fifty percent (50%) or more of full time, is employed on a monthly basis, is paid the appropriate wage rate for the type of work performed a majority of the time and has successfully completed a probationary period. 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 thirty (30) calendar days following the appointment so long as the position has not been offered to another individual.

Section 15.5 – Hourly Employee: Hourly employees are those who work less than 1,050 hours in any twelve (12) consecutive calendar month period. Such employees are not part of the bargaining unit to which this Agreement applies. The College agrees not to employ hourly 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 Employee: A project employee is one who is hired to perform a particular task or duty and who work less than 1,050 hours in any twelve (12) consecutive calendar month period. Examples of tasks performed by such employees include, but are not limited to, the temporary replacement of classified employees on extended leave. Such employees are not part of the bargaining unit to which this Agreement applies and may be released without recourse at any time.

Section 15.7 – 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 five (5) 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 permanent positions for a minimum of fourteen (14) calendar days, including an Outlook / e-mail notice to all classified employees. Copies of all postings shall be provided to the Union.

Section 17.4 – Transfer 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 17.5 – 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 establishing a promotional or open competitive register. 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 – Definition: A layoff is an Employer initiated action that results in separation from service, employment in a job class with a lower salary range, reduction in the work year, or reduction in the number of work hours.

Section 18.2 – Basis for Layoff: The reasons for layoff include, but are not limited to the following:

1. Lack of funds;
2. Lack of work; and/or,
3. Good-faith reorganization for efficiency purposes.

This layoff procedure applies to all bargaining unit employees in all College departments. This layoff procedure will not be used as a substitute for disciplinary action or to remove an employee from his or her position for reasons other than those stated in this Article.

Section 18.3 – At Risk Notice of Potential Layoff: At least thirty (30) calendar days prior to implementation of a potential layoff action, the College will notify both the Union and any affected employee(s). Individual employees will be notified of a potential layoff action at the same time such notice is provided to the Union.

Section 18.3.1 – Notice to the Employee: When it is determined that a layoff action may occur, the Director of Human Resource Services will provide written notification to each employee who may be subject to the layoff. Such notification will include:

- a. A copy of the layoff procedure from this agreement;
- b. An explanation of the reasons and justifications for the potential layoff.

Section 18.3.2 – Notice to the Union: At least thirty (30) calendar days prior to implementation of a layoff action, the Director of Human Resource Services will provide written notification to the Union. The notice will provide:

- a. The specific reasons for the proposed layoff;
- b. The name and work location of each employee in bargaining unit proposed to be laid off;
- c. A current seniority list of bargaining unit members, including the employee's classification;
- d. A list of all vacant positions within the bargaining unit, including classification; and,
- e. A list of all hourly, project and probationary employees, including their classification.

Within fourteen (14) calendar days of submission of the notice of a proposed layoff action, the College will offer to meet collaboratively with the Union to review the layoff procedure and proposals to avoid and/or mitigate the impact of the proposed layoff. The Union will notify the College of any perceived procedural concerns and offer the College an opportunity to correct deficiencies prior to the layoff action.

Section 18.4 – Notification and Grievance: The employee shall receive at least twenty (20) calendar days written notice of actual layoff, including no less than seven (7) calendar days to select an option, if available, or to be laid off and/or be placed on the appropriate Yakima Valley Community College layoff list. Such written notice shall be furnished directly to the employee during his or her scheduled working hours or mailed by certified letter to the employee's last known address if the employee is not available for personal service. If the notification is furnished directly to the employee, the day it is furnished shall not be counted as a day of notice. If the notification is mailed, the notice shall be considered to be received the second day after it is postmarked and the employee shall be given not less than seven (7) calendar days from this date in which to select placement on the appropriate layoff list and/or an option in lieu of layoff.

Section 18.4.1 – Notice to the Employee: The Director of Human Resource Services will provide written notification to each employee to be laid off. Such notification will include:

- a. A copy of the layoff procedure from this agreement;
- b. An explanation of the reasons and justifications for the elimination or reduction of the employee's position;
- c. Available options in lieu of layoff;
- d. The specific layoff list upon which the employee's name may be placed, the duration of such placement, and recall provisions;
- e. Information regarding statewide layoff lists;
- f. The date by which the employee must select a layoff option;
- g. The process by which the employee is entitled to challenge the layoff; and
- h. Signature of the appointing authority or designee.

Section 18.4.2 – Employee Response or Grievance: If an employee does not respond to notification of available options within the timeframes described in the previous paragraph, it will be considered that he or she wishes to accept and be placed on the appropriate layoff list. Any permanent employee who is laid off may grieve such an action using the grievance procedure contained in this Agreement.

Section 18.5 – Layoff Units: There shall be two (2) layoff units, one (1) for non-supervisory classified positions and one (1) for supervisory classified positions. Each layoff unit shall have a separate seniority list.

Section 18.6 – Order of Elimination or Reduction: When it is established that a layoff action will occur, the President will determine the number of positions to be eliminated or reduced in each job class and will provide this information to the Director of Human Resource Services in writing. The Director of Human Resource Services will determine which positions are to be eliminated or reduced in accordance with the following order:

- a. Positions held by hourly or project employees, to the extent that the elimination or reduction of such positions is practical and could result in a permanent employee not being laid off;
- b. Positions held by probationary employees within the classification in which the elimination or reduction will occur;
- c. Positions held by regular (permanent) employees within the classification in which the elimination or reduction will occur.

Section 18.7 – Layoff Seniority: Layoff seniority is the number of calendar days an employee has been continuously employed in the type of classified service appropriate to his or her seniority list. Classified service of at least half time but less than full time shall be considered full-time service. Authorized leaves of absence without pay shall not be included when computing seniority, except where required by statute or for scheduled leaves of absence for cyclic year employees.

Section 18.8 – Veterans Retention Preference: Regular (permanent) employees who are veterans shall have added to their unbroken service in the classified service their total active military service, not to exceed five years. An employee's request to credit time served in active duty must be submitted to the Director of Human Resource Services prior to the layoff notice date, with a copy of the veteran's Report of Discharge (DD 214). The combined total of unbroken service in the classified service and active military service will constitute the veteran's layoff seniority.

The unmarried widow/widower of an eligible veteran is entitled to the layoff seniority credit of their spouse, regardless of the length of such service. "Veteran" does not include any person who as a veteran retired with twenty or more years' active military service and has military retirement pay in excess of five hundred dollars per month.

Section 18.9 – Formal Layoff Options: Regular (permanent) employees who are scheduled for layoff shall be offered one (1) position within their layoff unit which is comparable to the employee's current position as determined by the Director of Human Resource Services. The position will be determined in descending order of salary range:

- a. A vacant or filled position in the employee's current classification;
- b. A vacant or filled position in a classification in which the employee has held permanent status, that has the same or lower salary range as the employee's current classification;
- c. A vacant or filled position in a class series in which the employee has held permanent status, that has the same or lower salary range as the employee's current classification.

Vacant positions, if available, will be offered prior to filled positions. Vacant positions may be reduced or increased to have the same number of hours per year as the employee's current position.

Filled positions, if available, will be offered in accordance with seniority, starting with the position occupied by the least senior employee in the classification, provided that the employee being replaced has less seniority than the employee replacing him or her.

Comparable positions are those having the same geographic location and number of hours per year. Employees who have no options to comparable positions shall be offered non-comparable positions in the order specified above, provided that such positions may be reduced or increased to have the same number of hours per year as the employee's current position.

Section 18.10 – Informal Layoff Options: In addition to the formal layoff options described above, regular (permanent) employees who are scheduled for layoff shall be offered positions from the highest available job classes within their layoff unit which are:

- a. Vacant or held by an hourly employee;
- b. At the same or lower salary range as the employee's current classification; and
- c. In a classification for which the employee meets the minimum qualifications and has a satisfactory level of knowledge, skill and ability required for the position.

Employees may be required to successfully complete a qualifying examination prior to being offered positions described in this section.

Positions offered under this section may be reduced or increased to have the same number of hours per year as the employee's current position.

Section 18.11 – Limitations to Layoff Options: In order to be offered a layoff option to a position for which there are position-specific requirements as determined by the Director of Human Resource Services, the employee must meet the minimum qualifications and have a satisfactory level of knowledge, skill and ability required for the position.

Employees who are appointed to a classification in which they have not held permanent status, or to a position for which there are position-specific requirements as described above, may be required to serve a trial service period.

Employees who are scheduled for layoff may not elect to bump employees on another layoff list, with the exception that employees on the supervisory layoff list may elect to use their total time in their current class series to return to a non-supervisory position within the same class series.

Section 18.12 – Changes in Layoff Options: Positions offered as layoff options are subject to change to comply with the provisions of this Article, up to the date the layoff action is to occur. If a new option becomes available, the employee will be notified in writing and given a reasonable opportunity to respond, provided that this does not delay implementation of the layoff action.

Section 18.13 – Salary: Employees who are appointed to a position as a result of a layoff action will have their salary determined as follows:

- a. **Current Salary Level:** An employee who accepts another position within his or her current salary range will retain his or her current salary.
- b. **Lower Salary Level:** An employee who accepts a position with a lower salary range will be paid an amount nearest his or her current salary within the salary range of the new position.
- c. **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 same range and step they were receiving prior to the layoff.
 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 at the appropriate salary range in the step nearest their pre-existing rate.

Section 18.14 – Layoff Lists – Duration: Rank on the appropriate layoff list shall be established according to seniority, with the most senior employee first in rank. Names shall remain on the appropriate layoff list for one (1) year. If an employee returns from layoff to the same classification he or she held before layoff, the employee's name shall be removed by the Director of Human Resource Services from the layoff list on which it appears. The Director of Human Resource Services shall also remove from the layoff lists the names of employees who retire, resign, are dismissed, or have refused appointment to three (3) positions for which they previously indicated availability.

In any circumstance, if an employee so requests, his or her name shall be removed from the layoff list on which it appears.

Section 18.15 – State-Wide Layoff Lists: Employees may request placement on the appropriate state-wide layoff list(s) for any higher education institutions, state agencies or related boards, in accordance with WAC 357-46-080.

Section 18.16 – Recall from Layoff: When vacancies are to be filled, certification will be made from the appropriate layoff list in seniority order into classifications or class series in which the employee has held permanent or trial service status.

In order to be recalled from layoff to a position for which there are position-specific requirements as determined by the Director of Human Resource Services, the employee must meet the minimum qualifications for the position and have a satisfactory level of knowledge, skill, and ability required for the position.

Upon recall from layoff to a classification in which the employee has not held permanent status, or to a position for which there are position-specific requirements as described above, the employee may be required serve a trial service period. Upon recall from layoff to a classification in which the employee held trial service status at the time of layoff, the employee will complete the remainder of the trial service period.

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 acknowledgement 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 to exceed three (3) years, after which time it will be removed at the employee's request. 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 Job Rep 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.

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.

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 Community 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 Director of Human Resource Services.

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, 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 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 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 prior to 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:

- a. The employee is commuting between the employee's home and his or her official work site; or
- b. When traveling away from home overnight outside of regular working hours or outside of corresponding hours on non-working days when the employee is traveling on an airplane, train, boat, or automobile.

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 District shall extend every effort to arrange parking at no cost to the employee. 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 and/or identification shall be provided such clothing and/or identification. Clothing maintenance shall be provided by the employee. Such clothes 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.

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, 2016 and no later than February 28, 2016. 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, not to exceed four (4) people per team plus one (1) observer. A chief negotiator will be identified by each team. An additional member of the Union team shall be a staff representative of WPEA.

Section 23.8 – Release Time For Negotiations: Employee(s) on the Union team 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.

ARTICLE 24 – DURATION OF AGREEMENT

Section 24.1 – Duration of Agreement: The term of this Agreement shall be from July 1, 2015 until its expiration at 12:00 a.m., midnight, on June 30, 2017.

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:

FOR THE COLLEGE:

President

Chair, Board of Trustees

APPROVED AS TO FORM:

Assistant Attorney General
For the State of Washington

APPENDIX A
WAGE RATES FOR CLASSIFIED EMPLOYEES
(to Adopt the Salary Schedule Contained in the
WPEA – Higher Education Agreement as provided in Appendix “C”)

A.1 – Wage Rates – Classified employees:

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

APPENDIX B
WAGE RATES FOR SUPERVISORY CLASSIFIED EMPLOYEES
(to Adopt the Salary Schedule Contained in the
WPEA – Higher Education Agreement as provided in Appendix “C”)

B.1 – Wage Rates – Supervisory Classified Employees:

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

B.3 – Supervisory Positions: Positions included in the supervisory unit of classified employees shall be as follows:

CAMPUS SECURITY SUPERVISOR
FISCAL SPEC SUPERVISOR
GROUNDS SUPERVISOR II
SECRETARY SUPERVISOR
INFORMATION TECHNOLOGY SPECIALIST 3

APPENDIX C
CONFORMITY OF ECONOMIC TERMS AND CONDITIONS

C.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, 2015 to June 30, 2017.

C.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.

C.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.

C.2.2 – Vacation Schedule: The parties agree that in the event the Higher Education Coalition Agreement provides for a change to the vacation schedule the same shall be provided in this Agreement.

C.2.3 – 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.

C.2.4 – Premium Pay Provisions: The parties agree that the provisions by which an employee is compensated for shift differential and standby pay as listed in Article 13; Sections 13.8 (Shift Differential) and 13.9 (Standby Pay) of the Agreement to which this Appendix is attached shall be the same as those provided in the Higher Education Coalition Agreement referenced in this Appendix.

C.2.5 – 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.

C.2.6 – Wage Rates: The parties agree that the wage rates including salary schedules, cost of living adjustments, salary survey funding levels and assignment pay shall be the same as those provided in the Higher Education Coalition Agreement referenced in this Appendix.

C.2.7 – Family Medical Leave Act (FMLA): The parties agree that the provisions regarding application of the Family Leave Act (FMLA) and the Washington State Family Leave Act (WFLA) as listed in Article 11; Sections 11.6 shall be the same as those provided in the Higher Education Coalition Agreement referenced in this Appendix.

C.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. Exception: Should the cost of one-time signing incentive pay (as provided in Appendix “E”) exceed that authorized by the Legislature, any cost above that authorized and funded by the Legislature shall be borne by the College.

C.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.

APPENDIX D
WPEA HIGHER EDUCATION SALARY SCHEDULE
EFFECTIVE JULY 1, 2015
(See Appendix C - Conformity of Terms)

APPENDIX E
ONE-TIME SIGNING INCENTIVE PAY
EFFECTIVE JULY 1, 2015
(See Appendix C - Conformity of Terms)

E.1 – Purpose: In exchange for an agreement by the Union to recommend the Employer's package proposal; and the bargaining unit's acceptance of same; the Employer agrees to provide a one-time signing incentive as provided below. It is not the intent of the parties that this payment be in addition to any other one-time incentive provided by 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.

E.2 – Amount: Each full-time member of the Union covered by the Agreement to which this Appendix is attached shall receive a one-time payment in the amount of two and one-half percent (2.5%) of each employee's base salary for the 2015 / 2016 fiscal year.

E.3 – Calculation Method: The one-time payment shall be calculated using the employee's salary rate as of July 1, 2015, times the number of regular work hours the employee is scheduled to work from July 1, 2015 to June 30, 2016. Overtime, premium pay, sick leave buy-out and similar incentives will not be used for calculation purposes. All normal payroll deductions shall apply.

E.3.1 – Example #1 – Full-time / Non-Cyclic Employee Earning \$10.00 per hour / \$20,800 per year. Such employee will receive \$20,800 times .025 = \$520.00 one-time payment.

E.3.2 – Example #2 – Full-time / Cyclic Employee Earning \$10.00 per hour / 9 Months / Year / \$15,597 per year. Such employee will receive \$389.93 one-time payment.

E.3.3 – Example #3 – Benefit Eligible Part-Time Cyclic Employee Earning \$10.00 per hour / 75% of full-time / 9 Months / Year / \$11,698 per year. Such employee will receive \$292.44 one-time payment.

E.4 – Payment: Payment for the signing incentive pay shall be made with the first regular pay day following July 1, 2015, or as soon as administratively possible thereafter.