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## **ARTICLE 1      UNION RECOGNITION**

1.1      The State and the Employer recognize the Union as the exclusive bargaining representative for all non-supervisory classified employees as defined in the Public Employment Relations Commission (PERC) Decision Number RM-122.

1.2      This Agreement does not cover any statutorily-excluded positions.

## **ARTICLE 2      NON-DISCRIMINATION**

2.1      Under this Agreement, discrimination against employees on the basis of religion, age, gender, sex, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, or the presence of any sensory, mental or physical disability, genetic information, or because of the participation or lack of participation in union activities is prohibited, and no unlawful harassment will be tolerated.

2.2      Employees who feel they have been the subjects of unlawful discrimination, harassment or hostile work environment are encouraged to bring such issues to the attention of their supervisor or the Human Resources Department, or to file a complaint in accordance with college/district policy. In cases where an employee files both a grievance and an internal complaint regarding the same alleged discrimination, harassment or a hostile work environment, the grievance will be suspended until the internal complaint process has been completed.

2.3      Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.

2.4      Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, Office of Civil Rights, or the Equal Employment Opportunities Commission.

2.5      The Employer agrees to provide training and the Union agrees to support and encourage participation in training to positively accept the diversity that exists in the workplace and to understand as well as to prevent all forms of discrimination.

## **ARTICLE 3      WORKPLACE BEHAVIOR**

3.1      The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not promote a college's business, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

3.2      Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor and/or the Human Resources Department. Inappropriate workplace reports will be identified as such. The Employer will investigate the reported behavior and take appropriate action as necessary. The employee and/or union representative will be notified upon conclusion of the investigation. Upon request, the Employer will provide the employee and the union representative with a copy of the investigation report, pursuant to the Public Records Act, RCW 42.56.

3.3      The procedural aspects of this Article are subject to Step 2 of the grievance procedure only. No other grievance steps apply.

## **ARTICLE 4      HIRING AND APPOINTMENTS**

### **4.1      Filling Positions**

A.      The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The Employer can fill a position on a full-time or part-time basis. When filling positions, the Employer will consider employees on the appropriate layoff list and the most senior candidate on the internal layoff list with the required skills and abilities who had indicated an appropriate geographic availability will be appointed to the position. If there are no names on the internal layoff list, the Employer will consider internal promotional candidates and employees who are requesting a transfer or voluntary demotion prior to considering other candidates. In all cases consideration will be limited to employees who have the skills and abilities required for the position. Employees who have worked at the College in a related position for 7 years or more will be assumed to have met all minimum qualifications for the position applied for. Positions will be posted for at least ten (10) calendar days.

B.      An internal promotional candidate is an employee who applies for appointment with his or her college/district to a class with a higher salary range maximum.

C.      A transfer candidate is an employee who applies for appointment with his or her college/district to a position in the same class or to a different class with the same salary range maximum. The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The Employer can fill a position on a full-time or part-time basis. When filling positions, the Employer will consider employees on the appropriate layoff list and the most senior candidate on the internal layoff list with the required skills and abilities who had indicated an appropriate geographic availability will be appointed to the position. If there are no names on the internal layoff list, the Employer will consider internal promotional candidates and employees who are requesting a transfer or voluntary demotion prior to considering other candidates. In all cases consideration will be limited to employees who have the skills and abilities required for the position. Positions will be posted for at least ten (10) calendar days.

B.      An internal promotional candidate is an employee who applies for appointment with the Employer to a class with a higher salary range maximum.

C.      A transfer candidate is an employee who applies for appointment with the Employer to a position in the same class or to a different class with the same salary range maximum.

D.      A voluntary demotion candidate is an employee who applies for appointment with the Employer to a class with a lower salary range maximum.

E.      Employees applying for promotion, transfers, and voluntary demotions must apply through the Employer's designated application process.

F.      When transfer or voluntary demotion candidates with the skills and abilities required for the job apply, the Employer will interview at least two of these candidates. If only one such candidate applies, the Employer's obligation will be met by interviewing that candidate.

### **4.2      Types of Appointment**

#### **A.      Regular Employment**

The Employer may fill a position with a regular employment appointment for positions scheduled to work twelve (12) months per year.

#### **B.      Cyclic Year Employment**

The Employer may fill a position with a cyclic year appointment for positions scheduled to work less than twelve (12) full months each year, due to known, recurring periods in the annual cycle when the position is not needed. At least fifteen (15) calendar days before the start of each annual cycle, incumbents of cyclic year positions will be informed, in writing, of their scheduled periods of leave without pay in the ensuing cycle. Such periods of leave without pay will not constitute a break in service.

C. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and/or of time-limited duration. The Employer will notify the employees, in writing, of the expected end date of the project employment.

2. Employees who enter into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent status upon successful completion of their probationary period.

Project employees with permanent status will serve a trial service period when they:

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

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

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

4. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period.

5. The layoff and recall rights of project employees will be in accordance with the provisions in Article 36, Layoff and Recall.

D. In-Training Employment

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will document the training program, including a description and length of the program.

2. 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.

3. 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 Subsections 4.5.B.3 and 4.5.B.4 of this Article.

The in-training separation of an employee will not be subject to the grievance procedure in Article 29.

4. 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.
5. 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.
6. 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.

#### 4.3 Employee Status

##### A. Classified Service

An employee will attain permanent status in the classified service upon completion of a probationary review period. For positions designated in-training, Subsection 4.2 D will govern when permanent status is attained.

##### B. Job Classification

An employee will attain permanent status in a job classification upon his or her successful completion of a probationary, trial service, or transition review period.

#### 4.4 Referral of Applicants

The Employer will determine the number of applicants to be referred to the hiring official for consideration. All employees on the internal layoff list for the classification, and all promotional, transfer and voluntary demotion candidates, who have the skills and abilities to perform the duties of the position will be referred and will be considered by the Employer, prior to consideration of other candidates.

#### 4.5 Review Periods

##### A. Probationary Period

1. All employees, including part-time or full-time, will serve a probationary period of six (6) months following his or her initial appointment to a permanent or project position. The Employer may extend the probationary period for an individual employee or for all employees in a class as long as the extension does not cause the total period to exceed twelve (12) months.
2. The Employer may separate a probationary employee at any time during the probationary period, whether or not the Employer has evaluated the probationary employee. Probationary separation will not be subject to the grievance procedure in Article 29.
3. 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.
4. An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 4.5.A.1, unless adjusted by the Employer for time already served in probationary status. However, in no case will the total probationary period be less than six (6) months.

##### B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously

attained permanent status, will serve a trial service period of six (6) consecutive months. The Employer may extend the trial service period for an individual employee or for all employees in a class as long as the extension does not cause the total trial service period to exceed twelve (12) consecutive months. Employees in an in-training appointment will follow the provisions outlined in Subsection 4.2 D.

2. An employee serving a trial service period will have his or her trial service period extended, 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.

3. With prior written notice by the Employer, all employees that have not successfully completed a trial service period may be offered an opportunity to revert to a position in the institution that is:

- a. Vacant and is within the trial service employee's previously held job classification; or
- b. Vacant at or below the employee's previous salary range.

In either case, the employee being reverted must have the skills and abilities required for the vacant position. If the employee has not attained permanent status in the job classification of the vacant position, the employee will be required to complete a trial service period.

4. An employee who has no reversion options or does not revert to the classification he or she held prior to the trial service period may request the Human Resources Department to place his or her name on the layoff list for positions in job classifications where he or she had previously attained permanent status.

5. An employee serving a trial service period may voluntarily revert to his or her former position within fifteen (15) calendar days after the appointment, provided that the position has not been filled or an offer has not been made to an applicant. The Employer may consider requests after the fifteen (15) day period. After fifteen (15) days and at the discretion of the Employer, an employee serving a trial service period may voluntarily revert at any time to a vacant position in the same college/district that is:

- a. Within the employee's previously held job classification; or
- b. At or below the employee's previous salary range.

If the employee has not attained permanent status in the job classification, the employee will be required to complete a trial service period.

The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article 30.

The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article 30.

#### C. Transition Review Period

In accordance with Article 36, Layoff and Recall, the Employer may require an employee to complete a transition review period.

### **ARTICLE 5 PERFORMANCE EVALUATION**

#### 5.1 Objective

The performance evaluation process is designed to provide supervisors and employees an opportunity to discuss and record performance planning, feedback and performance outcomes. Supervisors and employees will discuss how the employee's position aligns with the college's mission and goals and the Employer's job requirements.

## 5.2 Evaluation Process

- A. Employee work performance will be evaluated during probationary, trial service and transition periods and at least annually thereafter, at a time that allows for adequate application of the process. Supervisors will meet with employees at the start of their review period to discuss performance expectations. Employees will receive copies of their performance expectations as well as notification of any modifications made during the review period. Written notification will be given to a probationary or trial service employee whose work performance is determined to be unsatisfactory. If the probationary or trial service deficiency is substantial, the Employer may separate the probationary employee or revert the trial service employee at any time.
- B. The Employer will use the Performance and Development Plan (PDP) developed by the Office of the State HR Director. A copy of the performance evaluation will be provided to the employee at the time of the review. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.
- C. If a supervisor has had less than ninety (90) calendar days to observe the employee's performance, the employee may request a joint review with the previous supervisor (if still employed with the college). If the previous supervisor is no longer employed with the college, the employee may request a consultation with other managers with knowledge of the employee's performance.
- D. The performance evaluation procedure may be grieved; however, the content of the evaluation is not subject to the grievance procedure in Article 29.
- E. Performance evaluations will not be used to initiate personnel actions such as transfer, promotion, or discipline.

## 5.3 PDP Training

Training on performance evaluations will be provided to managers, supervisors and employees.

## **ARTICLE 6 HOURS OF WORK**

### 6.1 Definitions

A. Full-time Employees

Employees who are scheduled to work forty (40) hours per workweek.

B. Overtime-Eligible Employees

Employees who are covered by the overtime provisions of state and federal law.

C. Overtime-Exempt Employees

Employees who are not covered by the overtime provisions of state and federal law.

D. Part-time Employees

Employees who are scheduled to work less than forty (40) hours per workweek.

E. Work Schedules

Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

F. Work Shift

The hours an employee is scheduled to work each workday in a workweek.

G. Workday

One (1) of seven (7) consecutive, twenty-four (24) hours periods in a workweek.

H. Workweek

A regularly re-occurring period of one hundred sixty eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks for employees will normally begin at 12:01 a.m. Sunday and end at 12:00 midnight the following Saturday or as otherwise designated by the appointing authority or his or her designee. If there is a change in their workweek, employees will be given written notification by the appointing authority or his or her designee.

6.2 Position Designation

In accordance with the Fair Labor Standards Act (FLSA) and state law, the Employer will determine whether a position is overtime-eligible or overtime-exempt. Overtime-eligible and overtime-exempt employees will be informed of their status as such at the time of appointment. If there is a change in the overtime eligibility designation for an employee's position, the Employer will provide the employee with written notification of the change with a copy to the Union.

6.3 Overtime-Eligible Positions—Schedules

A. Regular Work Schedules

The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, with starting and ending times as determined by the requirements of the position and the Employer.

B. Alternate Work Schedules

Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state requirements. Prior to assigning employees to alternate work schedules, the Employer will seek volunteers with the necessary skills and abilities who are qualified to perform such assignments. If more than one (1) volunteer has the necessary skills and abilities and is qualified to perform such assignments, seniority will be the determining factor in making the assignment.

C. Temporary Schedule Changes

Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting twenty-one (21) calendar days or less. Overtime-eligible employees will receive seven (7) \_ calendar days' written notice of any temporary schedule change. The day that notification is given is considered the first day of notice.

D. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive twenty-one (21) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice.

E. Emergency Schedule Changes

The Employer may adjust an overtime-eligible employee's workweek and work schedule without prior notice in emergencies or unforeseen operational needs. Employees affected by emergency schedule changes will be allowed de minimis time to make necessary arrangements.

F. Employee-Requested Schedule Changes

Overtime-eligible employees' workweeks and work schedules may be changed at the employee's request and with the Employer's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred.

#### G. Off-Duty Phone Calls

An off-duty overtime-eligible employee will be compensated in six (6) minute increments for receiving and/or responding to work related phone calls.

#### 6.4 Overtime-Eligible Unpaid Meal Periods

Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible, taking into account the Employer's work requirements and the employee's wishes. 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, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

#### 6.5 Overtime-Eligible Unpaid Meal Periods Outside of the Normal Workday

The Employer and the Union agree that employees working three (3) or more hours longer than a normal workday will be allowed at least one (1) thirty (30) minute meal period.

#### 6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Employees working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Meal periods for employees on straight shifts do not require relief from duty.

#### 6.7 Overtime-Eligible Rest Periods

Employees will be allowed rest periods of fifteen (15) minutes for each one half (1/2) shift of four (4) or more hours worked at or near the middle of each one half (1/2) shift of four (4) or more hours, taking into account the Employer's work requirements and the employee's wishes. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one half (1/2) shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

The Employer recognizes that there may be a time when an Employee requests, in advance, an exception to Article 6.4 and 6.7 regarding combining the use of their meal and rest periods to address exceptional circumstances. The Employee must make the request for consideration at least 3 working days in advance and may only request this exception 3 times per fiscal year. Denial of this request is not grievable.

#### 6.8 Overtime-Eligible Employees – Positive Time Reporting

Overtime-eligible employees will accurately report time worked in accordance with a positive time reporting process as determined by each Employer.

## 6.9 Overtime-Exempt Employees

Overtime-exempt employees are not covered by federal or state overtime laws. Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the institution for which they work. The Employer's policy for all overtime-exempt employees is as follows:

- A. The Employer determines the products, services, and standards which must be met by overtime-exempt employees.
- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
- C. The salary paid to overtime-exempt employees is full compensation for all hours worked.
- D. Overtime-exempt employees are not authorized to receive any form of overtime compensation, formal or informal.
- E. The appointing authority or his or her designee may approve overtime exempt employee absences with pay for extraordinary or excessive hours worked, without charging leave.
- F. If they give prior notice and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.
- G. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

## **ARTICLE 7 OVERTIME**

### 7.1 Definitions

#### A. Overtime

Overtime is defined as time that an overtime-eligible employee works in excess of forty (40) hours per workweek.

#### B. Overtime Rate

In accordance with the applicable wage and hour laws, the overtime rate will be one and one half (1-1/2) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

#### C. Work

For overtime purposes, work is the time actually spent performing the duties assigned in addition to time during which an employee is excused from work for holidays, sick leave, vacations or compensatory time.

#### D. Work does not include:

1. Shared leave;
2. Leave without pay;
3. Additional compensation for time worked on a holiday; or

4. Time compensated as standby, callback, or any other penalty pay.

#### 7.2 Overtime Eligibility and Compensation

Employees are eligible for overtime compensation under the following circumstances:

A. Overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek will be compensated at the overtime rate.

B. An employee whose workweek is less than forty (40) hours will be paid at his or her regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

#### 7.3 General Provisions

A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the employees required to perform the work, and the duration of the work. The Employer will first attempt to meet its overtime requirements on a voluntary basis.

Current departmental procedures and past practices for volunteering for overtime will continue. If no past practice exists within a department, and no employee who meets the skills and abilities of the work, volunteers for the overtime assignment the supervisor will, on the basis of the skills and abilities needed for the job and skills and abilities of the employee, will assign mandatory overtime on the basis of reverse seniority.

An employee may not be assigned mandatory overtime again until such time all qualified employees, based on reverse seniority, have fulfilled a mandatory overtime assignment.

#### 7.4 Compensatory Time for Overtime-Eligible Employees

##### A. Compensatory Time Eligibility

Compensatory time off may be earned in lieu of cash only when the Employer and the employee agree. Compensatory time must be granted at the rate of one and one half (1-1/2) hours of compensatory time for each hour of overtime worked.

##### B. Maximum Compensatory Time

Employees may accumulate no more than forty (40) hours of compensatory time in a fiscal year. The exception to the maximum of forty (40) hours will be for those employees who have been specifically identified and approved by the appropriate appointing authority as essential personnel during the ctcLink conversion process for the College.

##### C. Compensatory Time Use

Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of his or her vacation leave or the employee is using vacation leave for Domestic Violence Leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article 12, Vacation Leave. Employees may use compensatory time for leave as required by the Domestic Violence Leave Act, RCW 49.76. The Employer may schedule an employee to use his or her compensatory time with seven (7) calendar days' notice.

##### D. Compensatory Time Cash Out

All compensatory time must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor will contact the employee to review his or her schedule. The employee's compensatory time balance will be cashed out every June 30th or when the employee:

1. Leaves state service for any reason;
2. Transfers to a position in their institution with different funding sources; or
3. Transfers to another state agency.

## **ARTICLE 8 TRAINING AND EMPLOYEE DEVELOPMENT**

8.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance an employee's ability to perform his or her job duties. Training and employee development opportunities will be provided to employees in accordance with current institution policies and available resources.

8.2 The Employer will continue to provide release time to each employee to participate in training and development activities consistent with the Employer's training and development policies.

8.3 An employee may communicate his or her education and skill development training desires annually through the PDP process.

8.4 An employee who wishes to use tuition fee waiver will be allowed to do so in accordance with Employer policy. Employees who wish to enroll in courses at other higher education institutions will abide by the policies of those institutions.

8.5 The Employer will make reasonable attempts to schedule employer-required training during an employee's regular work schedule. Attendance at employer-required training will be considered time worked and the Employer will pay the registration costs. Travel associated with training will be paid in accordance with applicable wage and hour laws and OFM travel regulations.

### **8.6 Master Agreement Training**

A. The Employer and the Union agree that training for managers, supervisors and shop stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current shop stewards, and the Employer will provide training to managers and supervisors on this Agreement.

B. The Union will present the training to current shop stewards within each bargaining unit. The shop stewards will be released with pay on one (1) occasion for up to three (3) hours to attend the training. The training will be considered time worked for those shop stewards who attend the training during their scheduled work shift. The Employer may approve leave in accordance with Article 38.8 for additional time for those shop stewards who attend the training during their scheduled work shift. Shop stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of shop stewards attending each session.

C. The Employer will arrange training on this Agreement for all bargaining unit employees no less than once per contract year. The Employer and the Union recognize the value of and encourage joint training when possible. Each party shall be responsible for naming their own trainer.

B. When the Employer provides new employee orientation on line, the Employer agrees to provide each new employee with an orientation package by the Union.

## **ARTICLE 9 LICENSING AND CERTIFICATION**

9.1 The Employer will continue its current practices related to licensure and certification or comply with 9.2, 9.3 and 9.4 below, whichever provides the greater benefit to the employee.

## 9.2 Conditions of Employment

When a license and/or certification is required as a part of the qualifications for a position prior to the appointment of an employee into the affected position, the employee will be responsible for the initial cost of the license and/or certification. Thereafter, the employee will be responsible for maintaining the license and/or certification and for all renewal costs.

## 9.3 Outside Entity Requirements

When an outside entity, e.g. by state regulation or local ordinance, requires a new license and/or certification following the appointment of the employee into the affected position, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the employee will be responsible for maintaining the license and/or certification and for all renewal costs.

## 9.4 Employer Convenience

When a license and/or certification is not required by an outside entity and the Employer, for its own convenience, requires a new license and/or certification following the appointment of the employee into the affected position, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the Employer will continue to pay for maintaining the license and/or certification and for all renewal costs.

9.5 Employees will notify their appointing authority or designee if their work-related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

## **ARTICLE 10 HOLIDAYS**

### 10.1 Paid Holidays

The following days are paid holidays for all eligible classified employees:

New Year's Day - January 1

Martin Luther King Jr.'s Birthday - Third Monday in January

Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May

Independence Day - July 4

Labor Day - First Monday in September

Veterans' Day - November 11

Thanksgiving Day - Fourth Thursday in November

The day immediately after Thanksgiving Day

Christmas Day - December 25

Personal Holiday

## 10.2 Observance of Holidays

The Board of Trustees may approve calendars that observe holidays on dates other than those listed above. If the College should observe a holiday on any other day except as outlined in this article, notice will be provided to the Union as early as possible.

## 10.3 Holiday Rules

The following rules apply to all holidays except the personal holiday:

- A. Employees who do not work on a holiday specified in 10.1 will be paid at their straight-time rate even though they do not work. Such holiday pay is in lieu of and not in addition to the employees' regular pay for that day.
- B. Employees who do work on a holiday specified in section 10.1 will be paid for the hours actually worked on the holiday at the overtime rate in addition to the holiday pay specified in section 10.3 A.
- C. Permanent and probationary employees working twelve (12) month schedules or cyclic year position employees who work full monthly schedules throughout their work year will receive holiday pay if they were in pay status on their regular, scheduled work day preceding the holiday.
- D. Cyclic year employees scheduled to work less than full monthly schedules qualify for holiday compensation if they work or are in pay status on their last regularly scheduled working day preceding the holiday. Cyclic year employees will be entitled to the number of paid hours on a holiday on the same proportional basis that their appointment bears to a full-time appointment.
- E. Permanent and probationary employees will receive pay equivalent to the employee's work shift on the holiday.
- F. For operational convenience or necessity, the Employer, with prior notice, may switch groups of employees from an alternate work schedule to a regular work schedule during the week of a holiday.
- G. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.
- H. When a holiday falls on the employee's scheduled day off, he or she will receive an alternate day off.
- I. When a holiday falls on a Saturday, the Friday before will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.
- J. The holiday for night shift employees whose schedule begins on one calendar day and ends on the next calendar day will be determined by the institution. It will start either at:
  - 1. The beginning of the scheduled night shift that begins on the holiday; or
  - 2. The beginning of the shift that precedes the calendar holiday.

## 10.4 Personal Holidays

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

- A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.
- B. The institution will release the employee from work on the day selected as the personal holiday if:
  - 1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.

2. The number of employees choosing a specific day off allows an institution to continue its work efficiently and not incur overtime.
- C. Personal holidays may not be carried over to the next calendar year except when an eligible employee's request to take his or her personal holiday has been denied or canceled. The employee will attempt to reschedule his or her personal holiday during the balance of the calendar year. If he or she is unable to reschedule the day, it will be carried over to the next calendar year.
- D. Institutions may adopt eligibility policies to determine which requests for particular dates will be granted if all requests cannot be granted.
- E. Personal holidays are pro-rated for less than full-time employees.
- F. The pay for a full-time employee's personal holiday is eight (8) hours.
- G. Part or all of a personal holiday may be donated to another employee for shared leave as provided in RCW 41.04.665. Any remaining portions of a personal holiday must be taken as one (1) absence, not to exceed the work shift on the day of absence.
- H. Part or all of a personal holiday may be used for:
  1. The care of family members as required by the Family Care Act, WAC 296-130;
  2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 18.12; or
  3. Leave as required by the Domestic Violence Leave Act, RCW 49.76 or
  4. Bereavement leave.

When a personal holiday is used for any of these purposes, any remaining portions of a personal holiday must be taken as one (1) absence, not to exceed the work shift on the day of absence.

## **ARTICLE 11 VACATION LEAVE**

11.1 Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.

### 11.2 Vacation Leave Credits

After six (6) months of continuous employment, permanent full-time and less than full-time employees will be credited with vacation leave they accrued during the previous six (6) continuous months, according to the rate schedule and vacation leave accrual below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

### 11.3 Vacation Leave Accrual

Full-time employees will accrue vacation leave according to the rate schedule below under the following conditions:

- A. Employees working less than full-time schedules will accrue vacation leave on the same proportional basis that their appointment bears to a full time appointment.
- B. The scheduled period of cyclic year position leave without pay will not be deducted for purposes of computing the rate of vacation leave accrual for cyclic employees.
- C. Vacation leave will not accrue during leave without pay which exceeds ten (10) working days in any calendar month, nor will credit be given toward the rate of vacation leave accrual except during military leave without pay.

D. Vacation leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

E. 11.4 Vacation Leave Accrual Rate Schedule

<b>Full Years of Service</b>	<b>Hours Per Year</b>
During the first and second year of current continuous employment	One hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of current continuous employment	One hundred twenty-eight (128)
During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth, and ninth year of total employment	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth, and fourteenth year of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth year of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

11.5 Vacation Scheduling

Vacation requests will be considered on a first come, first served basis. In the event that two (2) or more employees request the same vacation period, the supervisor may limit the number of people who may take vacation leave at one time due to business needs and work requirements.

- A. Vacation leave will be charged in the amount actually used by the employee.
- B. When considering requests for vacation leave, the Employer will consider the operational needs of the department and the College.
- C. Employees will not request or be authorized to take scheduled vacation leave if they will not have sufficient vacation leave to cover such absence at the time the leave will commence.
- D. Vacation leave requests for more than 10 consecutive days (including holidays) must be provided in writing to the immediate supervisor at least one month (30 calendar days) in advance. The immediate supervisor will approve or deny the request in writing within seven (7) calendar days upon receipt of the written request. If the leave is denied, a reason will be provided in writing.

11.6 Family Care

Employees may use vacation leave for care of family members as required by the Family Care Act, WAC 296-130.

### 11.7 Military Family Leave

Employees may use vacation leave for leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 18.12.

### 11.8 Domestic Violence Leave

Employees may use vacation leave for leave as required by the Domestic Violence Leave Act, RCW 49.76.

### 11.9 Use of Vacation Leave for Sick Leave Purposes

The Employer may allow an employee who has used all of his or her sick leave to use vacation leave for sick leave purposes as provided in Article 12.2 A. An employee who has used all of his or her sick leave may use vacation leave for sick leave purposes as provided in Article 12.2 B – H.

### 11.10 Emergency Childcare

Employees may use vacation leave for childcare emergencies after the employee has exhausted all of his or her accrued compensatory time. Use of vacation leave and sick leave for emergency childcare is limited to a combined maximum of four (4) days per calendar year.

### 11.11 Vacation Cancellation

A. Should the Employer 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 may be reimbursed by the Employer.

B. In those cases where an employee will not have sufficient vacation leave to cover the absence at the time it is scheduled to commence, the Employer may cancel the approved vacation leave or authorize leave without pay. Should the Employer cancel the vacation leave due to insufficient vacation leave, the affected employee will not be reimbursed for any vacation expenses.

### 11.12 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed three hundred (300) hours.

A. The exception for the 300-hour maximum is if an employee's request for vacation leave is denied by the Employer the excess hours will be carried as part of their maximum vacation leave balance. At the time that the Employer denies the vacation request, the employee and the Employer will determine a date for rescheduling the vacation time.

### 11.13 Separation

Any employee, who either resigns with adequate notice or retires, is laid-off or is terminated by the Employer, will be entitled to be paid for vacation leave credits up to a maximum accrual of 240 hours. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

## **ARTICLE 12 SICK LEAVE**

### 12.1 Sick Leave Accrual

Employees will accrue eight (8) hours of sick leave per month under the following conditions:

A. Employees working less than a full-time schedule will accrue sick leave credit on the same proportional basis that their employment schedule bears to a full-time schedule.

B. Sick leave credit will not accrue during leave without pay which exceeds ten (10) working days in a calendar month.

C. Sick leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

## 12.2 Sick Leave Use

Sick leave may be used for:

A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.

B. Care of family members as required by the State Family Care Act, WAC 296-130.

C. A death of any relative that requires the employee's absence from work. Relatives are defined for this purpose as spouse, domestic partner, significant other, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse, domestic partner or significant other.

D. Childcare emergencies after the employee has exhausted all his or her accrued compensatory time. Use of sick leave and vacation leave for emergency childcare is limited to a combined maximum of four (4) days per calendar year.

E. To care for a child under the age of eighteen (18) with a health condition that requires treatment or supervision, or to make arrangements for extended care.

F. For family members' medical, dental or optical appointments when the presence of the employee is required, if arranged in advance with the Employer.

G. Leave for Military Family Leave Act as required by RCW 49.77 and in accordance with Article 18.12.

H. Leave for Domestic Violence Leave Act as required by RCW 49.76.

I. Qualifying absences for Family and Medical Leave (Article 15).

## 12.3 Use of Paid Time for Sick Leave Purposes

The Employer may allow an employee who has used all of his or her sick leave to use compensatory time or vacation leave for sick leave purposes as provided in Subsections 12.2A.

## 12.4 Restoration of Vacation Leave

In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate.

## 12.5 Sick Leave Reporting and Verification

A. An employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If an employee is in a position where a relief replacement is necessary if they are absent, he or she will notify the supervisor at least two (2) hours prior to the scheduled time to report to work (excluding leave taken for emergencies in accordance with the Domestic Violence Leave Act).

B. When the Employer suspects an abuse of sick leave, the Employer will advise the employee, in writing, the reasons for suspicion of sick leave abuse and at the same time advise the employee that the use of sick leave in the next twelve (12) months may require a written medical certification.

C. An employee who returns to work and has been out for more than three (3) days for an illness that requires medical attention, such as but not limited to an injury, outpatient procedures, hospitalization, the employee may be required to provide his or her supervisor with 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.

#### 12.6 Sick Leave Annual Cash Out

Each January, an employee is eligible to receive cash on a one (1) hour for four (4) hours basis for ninety six (96) hours or less of his or her accrued sick leave, if:

- A. His or her sick leave balance at the end of the previous calendar year exceeds four hundred eighty (480) hours;
- B. The converted sick leave hours do not reduce his or her previous calendar year sick leave balance below four hundred eighty (480) hours; and
- C. The employee notifies his or her payroll office by January 31st that he or she would like to convert sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

#### 12.7 Sick Leave Separation Cash Out

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for his or her compensable sick leave balance on a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system.

#### 12.8 Reemployment

Former college employees who are re-employed within two (2) years of leaving college service will be granted all unused sick leave credits they had at separation.

### **ARTICLE 13 SHARED LEAVE**

#### 13.1 Shared Leave

The purpose of the leave sharing program is to permit state employees, at no significantly increased cost to the state for providing leave, to come to the aid of another state employee who has been called to service in the uniformed services, who is responding to a state of emergency anywhere within the United States declared by the federal or any state government, who is a victim of domestic violence, sexual assault, or stalking, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. For purposes of the leave sharing program, the following definitions apply:

- A. "Domestic violence" means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW. 26.50.010; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.
- B. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- C. "Employee's relative" normally will be limited to the employee's spouse, state registered domestic partner as defined by RCWs 26.60.020 and 26.60.030, child, stepchild, grandchild, grandparent, or parent.

D. "Household members" is defined as persons who reside in the same home who have reciprocal duties to and/or do provide financial support for one another. This term will include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

E. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

F. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.

G. "Sexual assault" has the same meaning as in RCW 70.125.030.

H. "Stalking" has the same meaning as in RCW 9A.46.110.

I. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

J. "Victim" means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Article.

### 13.2 Shared Leave Receipt

The Employer may permit an employee to receive shared leave if the employee meets any of the following criteria:

A. The employee meets any of the following criteria:

1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;

2. The employee has been called to service in the uniformed services;

3. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has the needed skills to assist in responding to an emergency or its aftermath and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or

4. The employee is a victim of domestic violence, sexual assault, or stalking.

B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking has caused, or is likely to cause, the employee to:

1. Go on leave without pay status; or

2. Terminate state employment.

C. The employee's absence and the use of shared leave are justified.

D. The employee has depleted or will shortly deplete his or her:

1. Vacation leave, sick leave and personal holiday if the employee qualifies under 14.2 A.1; or

- 2. Vacation leave and paid military leave allowed under RCW 38.40.060, if the employee qualifies under 13.2 A.2; or
- 3. Vacation leave and personal holiday if the employee qualifies under 12.2 A. 3 or 13.2 A. 4.
- E. The employee has abided by the Employer's rules regarding:
  - 1. Sick leave use if the employee qualifies under 13.2 A.1 and 13.2 A.4; or
  - 2. Military leave if the employee qualifies under 1432 A.2.
- F. The employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32, if the injury or illness is work-related and the employee qualifies under 13.2 A.1.

### 13.3 Shared Leave Use

- A. The Employer will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than five hundred twenty-two (522) days of shared leave, except that, the Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because he or she is suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature.
- B. The Employer will require the employee to submit, prior to approval or disapproval:
  - 1. A medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem, and expected date of return to work status for shared leave under 13.2 A.1;
  - 2. A copy of the military orders verifying the employee's required absence for shared leave under 13.2 A.2;
  - 3. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency for shared leave under 13.2 A.3; or
  - 4. Verification of the employee's status as a victim of domestic violence, sexual assault or stalking for shared leave under 13.2 A.4.
- C. The Employer should consider other methods of accommodating the employee's needs such as modified duty, modified hours, flex-time or special assignments in lieu of shared leave usage.
- D. Leave may be transferred from employees of one (1) community college district to an employee of the same community college district or, with the approval of the heads of both state agencies, higher education institutions, school districts or educational service districts, to an employee of another state agency, higher education institution, school district or educational service district.
- E. Vacation, sick leave, or all or part of a personal holiday transferred from a donating employee will be used solely for the purpose stated in this Article.
- F. The receiving employee will be paid his or her regular rate of pay; therefore, the value of one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary.
- G. The Employer will respond in writing to shared leave requests within fourteen (14) calendar days of receipt of a properly completed request.

#### 13.4 Leave Donation

An employee may donate vacation, sick leave, or personal holiday to another employee for purposes of the leave sharing program under the following conditions:

- A. The Employer approves the employee's request to donate a specified amount of vacation to an employee authorized to receive shared leave; and
  - 1. The full-time employee's request to donate leave will not cause his or her vacation balance to fall below eighty (80) hours. For part time employees, requirements for vacation balances will be prorated; and
  - 2. Employees may not donate excess vacation leave that they would not be able to take due to an approaching anniversary date, unless an employee's request for vacation leave was denied and the vacation leave was deferred.
- B. The Employer approves the employee's request to donate a specified amount of sick leave to an employee authorized to receive shared leave. The employee's request to donate sick leave will not cause his or her sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
- C. The Employer approves the employee's request to donate all or part of his or her personal holiday to an employee authorized to receive shared leave.
  - 1. 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.
  - 2. An employee will be allowed to split the personal holiday only when donating a portion of the personal holiday to the shared leave program.
- D. No employee may be intimidated, threatened, or coerced into donating leave for purposes of this program.

#### 13.5 Shared Leave Administration

- A. The calculation of the recipient's leave value will be in accordance with applicable Office of Financial Management (OFM) policies, regulations, and procedures. The leave received will be coded as shared leave and be maintained separately from all other leave balances. All paid leave accrued must be used prior to using shared leave when the employee qualifies for shared leave under 13.2 A.1. Accrued vacation and paid military leave allowed under RCW 38.40.060 must be used prior to using shared leave for employees qualified under 13.2 A.2. All paid leave, except sick leave, must be used prior to using shared leave when the employee qualifies for shared leave under 13.2 A.3 and 13.2 A.4.
- B. An employee on shared leave will continue to be classified as a state employee and will receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.
- C. All salary and wage payments made to employees while on leave will be made by the state agency, higher education institution, school district or educational service district employing the person receiving the leave.
- D. Where the Employer has approved the transfer of leave by an employee of one (1) state agency, higher education institution, school district or education service district to an employee of another state agency, higher education institution, school district or education service district, the state agencies, higher education institutions, school district or educational service districts involved will arrange for the transfer of funds and credit for the appropriate value of leave in accordance with OFM policies, regulations, and procedures.
- E. Leave transferred under this Article will not be used in any calculation to determine a state agency's, higher education institutions, school districts or educational service district's allocation of full-time equivalent staff positions.

F. Any shared leave not used by the recipient will be returned to the donor(s). Before returning unused leave, the Employer will obtain a statement from the receiving employee's doctor verifying the injury or illness is resolved. The remaining shared leave is to be divided on a prorata basis among the donors and reinstated to the respective donors' appropriate leave balances based upon each employee's current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor's original donation.

G. Unused shared leave may not be cashed out but will be returned to the donors per Subsection F.

H. An employee who uses leave that is transferred under this Article will not be required to repay the value of the leave that he or she used.

#### 13.6 Grievability

Denial of shared leave is not subject to the grievance procedure in Article 29.

### **ARTICLE 14 UNIFORMED SERVICE SHARED LEAVE POOL**

#### 14.1 Purpose

The uniformed service shared leave pool allows employees to donate leave to be used as shared leave to fellow state employees called to service in the uniformed services. Employee participation will be voluntary at all times. The Military Department, Department of Personnel and Office of Financial Management will administer the pool.

#### 14.2 Definitions

For purposes of this Article only, the following definitions apply:

A. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.

B. "Military salary" includes base, specialty and other pay, but does not include allowances such as the basic allowance for housing.

C. "Monthly salary" includes monthly salary, special pay and shift differential, or the monthly equivalent for hourly employees. "Monthly salary" does not include overtime pay, callback pay, standby pay or performance bonuses.

D. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

E. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty for training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard and any other category of persons designated by the President of the United States in time of war or national emergency.

#### 14.3 Participation

A. An employee may be eligible to receive leave from the uniformed service shared leave pool under the following conditions:

1. The employee is entitled to accrue vacation leave, sick leave, or a personal holiday.

2. The employee has been called to service in the uniformed services.
3. The call to service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.
4. The employee's absence and the use of shared leave are justified.
5. The employee has depleted or will shortly deplete his or her annual leave and paid military leave allowed under RCW 38.40.060.
6. The employee has followed the Employer's policy regarding military leave.

B. An employee may donate vacation leave, sick leave, or all or part of a personal holiday to the uniformed service shared leave pool under the following conditions:

1. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.
2. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
3. The donating employee may donate all or part of a personal holiday.

#### 14.4 Process

- A. Employees requesting to donate to or receive leave from the uniformed service shared leave pool must follow their Employer's policies and procedures addressing uniformed service shared leave.
- B. Employees requesting to receive leave from the uniformed service shared leave pool must also comply with the Military Department procedures for requesting and receiving leave from the uniformed service shared leave pool. Employees requesting leave from the uniformed service shared leave pool should provide the Employer an earnings statement verifying military salary and orders of service, most current state leave and earnings statement, a completed uniformed service shared leave pool recipient request form, and notification of any change. The employee must also provide copies of earnings statements and orders of service when requested by the Military Department.
- C. Shared leave may not be granted unless the pool has a sufficient balance to fund the requested leave for the expected term of service.
- D. Shared leave, in combination with military salary, will not exceed the level of the employee's state monthly salary. Up to eight (8) hours per month of shared leave may be withdrawn and used to continue coverage under the Public Employees Benefit Board, regardless of the employee's monthly salary and military salary.
- E. The receiving employee continues to be classified as a state employee and receives the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.
- F. The Employer will investigate any alleged abuse of the uniformed service shared leave pool and on a finding of wrongdoing, the employee may be required to repay all of the shared leave received from the pool.

14.5 This Article is not subject to the grievance procedure.

## ARTICLE 15 FAMILY AND MEDICAL LEAVE

### 15.1 FMLA

A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto and the Washington State Family Leave Act of 2006 (WFLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for one or more of the following reasons 1 - 4:

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

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

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

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

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

C. 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.

D. 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.

15.2 The family medical leave entitlement period will be a twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) workweeks of available leave. The Employer will

respond in writing to family medical leave requests as soon as practicable but no later than seven (7) calendar days of receipt of a properly completed request.

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

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

15.5 The Employer may require certification from the employee's, family members, or covered service member's health care provider for the purpose of qualifying for family medical leave.

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

15.7 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.

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

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

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

## **ARTICLE 16      SUSPENDED OPERATIONS AND                          SEVERE INCLEMENT WEATHER**

16.1 If the Employer determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the college/district, the following will govern employees:

- A. Employees scheduled and not required to work during a late start, an early closure or total suspended operations will have no loss in pay for all late starts, early closures and the first day of total suspended operations.
- B. The following options will be made available to the affected employees who are not required to work for the balance of the total suspended operations:
  - 1. Vacation leave;
  - 2. Personal holiday;
  - 3. Personal leave;
  - 4. Accrued compensatory time (where applicable);

- 5. Sick leave once all vacation leave, personal holiday, personal leave, or compensatory time is exhausted or none is available;
  - 6. Leave without pay; or
  - 7. Make up lost time through employee-requested schedule changes in accordance with Article 6.3 F and 6.9 E and F.
- C. The Employer will identify the services required during late starts, early closures and total suspended operations and notify employees required to work in accordance with the Employer's suspended operations procedures. Upon request, the Human Resources Department will make the suspended operations written procedures available to an employee.
- D. Employees required to work on campus during late starts, early closures and total suspended operations will have no loss in pay for late starts, early closures or the first day of total suspended operations and will receive penalty pay one (1) times their base pay rate exclusive of premium or overtime pay for work performed on campus during late starts, early closures and the first day of total suspended operations.
- E. After the first day of total suspended operations, employees required to work on campus during total suspended operations will be paid at two (2) times their regular base pay rate exclusive of premium and overtime pay for work performed during the remaining period of total suspended operations.
- F. Employees not receiving callback, who are required to work during late starts, early closures and total suspended operations will receive a minimum of two (2) hours of pay for each day worked.
- G. Any overtime worked during suspended operations will be compensated according to Article 8, Overtime, of this Agreement.
- H. During suspended operations when there are unsafe driving conditions or other hazards, the Employer may allow off-duty employees to remain at the college/district.

16.2 The options listed in Subsection 16.1 B, above, will be made available to employees who report to work late, leave work early or are unable to report to work due to severe inclement weather. In addition, employees may use sick leave for childcare emergencies, if applicable, per Article 12.2 D.

16.3 If a work location is fully operational but an employee is unable to report to work or remain at work because of severe inclement weather, conditions caused by severe inclement weather or a natural disaster, the employee will be charged in the following order:

- A. Any earned compensatory time;
- B. Any accrued vacation leave;
- C. Any accrued sick leave, up to a maximum of three (3) days in any calendar year;
- D. Leave without pay.

**ARTICLE 17 MISCELLANEOUS LEAVE**

**17.1 Bereavement Leave**

If Up to three (3) days of paid bereavement leave will be granted for the death of any family member or household member that requires the employee's absence from work. Family members are defined as mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law, domestic partner's mother, domestic partner's father, husband, wife, domestic partner, grandparent, grandchild, son, daughter, stepchild, and a child in the custody of and residing in

the home of an employee. In addition, sick leave may be used for the death of a family member, per Article 12.2 C. The employer may approve an employee's request to use compensatory time, vacation leave, personal holiday or leave without pay for the purposes of bereavement and in accordance with this Agreement.

#### 17.2 Family Care Leave

In accordance with the Washington State Family Care Act, employees may use sick leave, compensatory time, vacation, and/or all or part of a personal holiday to care for a child of the employee with a health condition, or a spouse, state registered domestic partner as defined by RCWs 26.60.020 and 26.60.030, parent, parent-in-law, or grandparent who has a serious health condition. Use of such leave must be in accordance with the terms of this Agreement.

#### 17.3 Military Leave

Employees will be entitled to military leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for required military duty, when called, or to take part in training or drills including those in the National Guard or state active status.

- A. Such leave will be in addition to any vacation and sick leave to which an employee is entitled and will not result in any reduction of benefits, performance ratings, privileges or pay.
- B. During military leave, the employee will receive the normal base pay. Employees required to appear during working hours for a physical examination to determine physical fitness for military service will receive full pay for the time required to complete the examination.

#### 17.4 Parental Leave

Parental leave will 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.

- A. Parental leave will not total more than six (6) months, and will run concurrently with leave granted under Article 15 Family and Medical Leave, and any pregnancy disability leave following the birth or placement of a child. Parental leave may be taken on an intermittent or reduced schedule basis when approved by the employee's supervisor.
- B. Requests for parental leave that exceed the provisions of Article 15, Family and Medical Leave, may be denied on the basis of operational necessity.
- C. Parental leave must be taken during the first year following the child's birth or placement of the child with the employee for adoption or foster care.
- D. The employee will submit a written request for parental leave to the Employer and must receive the approval prior to taking parental leave. The employee will provide not less than thirty (30) days' notice, except that if the child's birth or placement requires leave to begin in less than thirty (30) days, the employee will provide notice as is practicable.
- E. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, compensatory time or leave without pay.

The Employer may require employees to exhaust all paid leave prior to using any leave without pay for parental leave, except that the employee will be allowed to use eight (8) hours per month of accrued paid leave during each month of parental leave to provide for continuation of benefits as provided by the Public Employees' Benefits Board. The Employer will designate on which day of each month the eight (8) hours paid leave will be used.

#### 17.5 Pregnancy Disability Leave

- A. Pregnancy disability leave will be in addition to any leave granted under family medical leave or Washington state family leave laws.

B. Pregnancy disability leave will be granted for the period of time that an employee is sick or temporarily disabled because of pregnancy and/or childbirth. The length of pregnancy disability leave will be as defined and certified by the employee's licensed health care provider. The employee will provide a copy of such certification to the Employer.

#### 17.6 Temporary Disability Leave

Temporary disability leave will be granted to a permanent employee who is precluded from performing his or her job duties because of a disability. Temporary disability leave includes a serious health condition of the employee as provided in Article 15, Family and Medical Leave.

A. Temporary disability leave will not total more than twelve (12) months, and will run concurrently with leave granted under Article 165, Family and Medical Leave.

B. The temporary disability and recovery period will be as defined and certified by the employee's licensed health care provider. The employee will provide, in a timely manner, a copy of such certification to the Employer.

The Employer may require employees to exhaust all paid leave prior to using any leave without pay for temporary disability leave, except that the employee will be allowed to use eight (8) hours per month of accrued paid leave during each month of temporary disability leave to provide for continuation of benefits as provided by the Public Employees' Benefits Board. The Employer will designate on which day of each month the eight (8) hours paid leave will be used.

#### 17.7 Civil Duty Leave

A. Leave of absence with pay will be granted to an employee to serve on jury duty, to serve as a trial witness, or to exercise other subpoenaed civil duties. An employee will be allowed to retain any compensation paid to him or her for his or her jury duty or trial witness service. Specifically, a subpoenaed employee will receive paid leave to appear as a witness in court or an administrative hearing, except as provided in Article 38.4 A.2.a, unless he or she:

1. Is a party to the matter and is not represented by the Attorney General's Office of the State of Washington; or
2. Has an economic interest in the matter.

Nothing in the Subsection will preclude an employee from being paid to appear in court or an administrative hearing on behalf of the Employer.

B. An employee will inform the Employer when notified of a jury summons or subpoenaed civil duties and will cooperate in requesting a postponement of jury duty service if warranted by business demands.

C. An employee whose work shift is other than day shift will be considered to have worked a full work shift for each workday during the period of jury duty or subpoenaed civil duties. If a day shift employee is released from jury duty or subpoenaed civil duties and there are more than two (2) hours remaining on his or her work shift, the employee will call his or her supervisor and may be required to return to work.

#### 17.8 Employee Assistance Program

A. Leave of absence with pay will be granted to an employee to attend an initial intake and assessment session from an employee assistance program, if it occurs during the employee's scheduled work shift.

B. The Employer may approve an employee-requested schedule change, use of paid leave or leave without pay to attend any other appointment(s) with an employee assistance program.

#### 17.9 Interviews

A. Employees will receive leave of absence with pay for interviewing for positions within the employee's college, if scheduled during an employee's scheduled work time.

B. Employees will receive leave of absence with pay for up to four (4) hours per fiscal year for travel and interviews within the employee's district, if scheduled during an employee's scheduled work time.

#### 17.10 Life-Giving Procedures

When approved, employees will receive leave of absence with pay, not to exceed five (5) working days in a two (2) year period, for participating in life-giving procedures. "Life-giving procedure" is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. 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. Employers may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures.

#### 17.11 Personal Leave

A. An employee may choose three (3) workdays 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.

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

1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.

2. The number of employees choosing a specific day off allows a college/district to continue its work efficiently and not incur overtime.

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

C. Personal leave may not be carried over.

D. Personal leave is pro-rated for less than full-time employees.

E. The pay for a full-time employee's personal leave day is eight (8) hours.

F. When an employee takes his or her personal leave, the pay will be equivalent to the employee's work shift on the day selected for the personal leave day absence; provided that the total number of hours does not exceed the employee's eight (8) hours benefit.

Upon request, an employee will be approved to use part or all of his or her personal leave day for:

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

2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 18.12; or

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

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

### **ARTICLE 18 LEAVE WITHOUT PAY**

18.1 Leave without pay will be granted for the following reasons:

A. Family and medical leave (in accordance with Article 15);

- B. Compensable work-related injury or illness leave (in accordance with Article 21);
- C. Military leave;
- D. Cyclic employment;
- E. Suspended operations (in accordance with Article 16);
- F. Pregnancy disability leave (in accordance with Article 187);
- G. Parental leave (in accordance with Article 17);
- H. Temporary disability leave (in accordance with Article 17);
- I. Volunteer firefighting leave;
- J. Military family leave; and/or
- K. Domestic violence leave.

18.2 Leave without pay may be granted for the following reasons:

- A. Educational leave;
- B. Child or elder care emergencies;
- C. Governmental service leave;
- D. Citizen volunteer or community service leave;
- E. Conditions applicable for leave with pay;
- F. Union activities (in accordance with Article 38); and/or
- G. As otherwise provided for in this Agreement.

18.3 Limitations

- A. Leave without pay will be no more than twelve (12) months in any consecutive five (5) year period, except for:
  - 1. Compensable work-related injury or illness leave;
  - 2. Educational leave;
  - 3. Governmental service leave;
  - 4. Military leave;
  - 5. Cyclic employment leave;
  - 6. Leave for serious health condition taken under the provisions of the Family and Medical Leave Article;
  - 7. Leave taken voluntarily to reduce the effect of a layoff;
  - 8. Leave authorized in advance by an appointing authority as part of a plan to reasonably accommodate a person of disability;
  - 9. Leave to participate in union activities;
  - 10. Volunteer firefighting leave; and/or

11. Domestic violence leave.

B. Leave of absence without pay may be extended for an additional twelve (12) months upon signed request of the employee and signed approval of the appointing authority.

C. Any employee who is on leave without pay for more than twelve (12) months in any consecutive five (5) year period for reasons not listed in A and B above will be considered to have resigned his or her position as provided for in Article 28.

#### 18.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job classification, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement. Prior to the commencement of the leave, the Employer will notify the employee in writing regarding return rights.

#### 18.5 Military Leave

In addition to twenty-one (21) working days of paid leave granted to employees for required military duty, training or drills including those in the National Guard, or state active status. Unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.

#### 18.6 Educational Leave

Leave without pay may be granted for educational leave for the duration of actual attendance in an educational program.

#### 18.7 Child or Elder Care Emergencies

Leave without pay, compensatory time or paid leave, may be granted for child or elder care emergencies.

#### 18.8 Cyclic Employment Leave

Leave without pay will be granted to cyclic employees during their off-season.

#### 18.9 Governmental Service Leave

Leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave.

#### 18.10 Citizen Volunteer or Community Service Leave

Leave without pay may be granted for community volunteerism or service.

#### 18.11 Volunteer Firefighting Leave

Leave without pay will be granted when an employee who is a volunteer firefighter is called to duty to respond to a fire, natural disaster or medical emergency.

#### 18.12 Military Family Leave

In accordance with the Military Family Leave Act, RCW 49.77, unpaid leave will be granted to an employee whose spouse or state registered domestic partner as defined by RCWs 26.60.020 and 26.60.030 is on leave from deployment or before and up to deployment, during a period of military conflict. Use of leave without pay, compensatory time, vacation leave, sick leave and all or part of a personal holiday is limited to a combined maximum of fifteen (15) working

days per deployment. Employees must provide the Employer with five (5) business days notice after receipt of official notice that the employee's spouse or state registered domestic partner as defined by RCW's 26.60.020 and 26.60.030 will be on leave or of an impending call to active duty.

#### 18.13 Domestic Violence Leave

In accordance with the Domestic Violence Leave Act, RCW 49.76, leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, state registered domestic partner as defined by RCWs 26.60.020 and 26.60.030, parent, parent in law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave.

18.14 Requests for leave without pay will be submitted in writing. The Employer will approve or deny leave without pay requests, in writing, within fourteen (14) calendar days when practicable and will include the reason for denial.

### **ARTICLE 19 COMMUTE TRIP REDUCTION AND PARKING**

19.1 The Employer will continue to encourage but not require employees to use alternate means of transportation to commute to and from work consistent with the Commute Trip Reduction law and the needs of the college/district community. The Employer will continue to offer reimbursement for the cost of a monthly transit pass not to exceed the equivalent of fifty percent (50%) of the cost of a two zone monthly pass issued by a public transit agency that the employee uses to commute to work.

19.2 The Employer and the Union recognize the value of compressed workweeks, flextime arrangements and telecommuting/telework.

19.3 The Employer agrees not to reduce the number of parking spaces on campus or to change the cost of employee parking permits during the term of this Agreement unless it first meets its collective bargaining obligation. The Employer may temporarily reduce the number of available parking spaces during construction projects. If a construction project affects more than ten (10) parking spaces for more than nine (9) months, the Employer will give at least seven (7) days advanced notice of the change to the Union and the opportunity to bargain the impacts of the change. The advance notice is not required if the construction is due to an emergency condition and the project is expected to last less than seven (7) calendar days.

#### 19.4 Qualified Pre-Tax Transportation Benefits Plan

The Employer agrees to maintain the current qualified pre-tax transportation benefits plan that allows eligible employees to pay for qualified parking and/or public transit on a pre-tax basis as permitted by federal law or regulation.

### **ARTICLE 20 SAFETY AND HEALTH**

20.1 The Employer, Employee and Union have a significant shared responsibility for workplace safety and health.

A. The Employer will abide by safety and health standards in accordance with applicable state and federal law.

B. Employees will comply with applicable safety and health practices and standards established by the Employer and the Washington Industrial Safety and Health Act (WISHA).

C. Employees will contribute to a healthy workplace including not knowingly exposing co-workers, students and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees to use leave in accordance with Article 12, Sick Leave when employees self-report contagious health conditions.

D. The Union will work cooperatively with the Employer on safety and health related matters and encourage employees to work in a safe manner.

20.2 Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. The Employer will address reported unsafe working conditions in a timely manner and take appropriate action.

20.3 The Employer will determine and provide the required safety devices, personal protective equipment and apparel, which the employees will wear and/or use. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.

20.4 Each Employer will form joint safety committees in accordance with WISHA requirements at each work location where there are eleven (11) or more employees. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary.

20.5 The Employer and the Union recognize the importance of First Aid and CPR training and as such the Employer will offer First Aid and CPR training.

20.6 The Employer encourages employee wellness. The Employer will provide employees access to wellness facilities and resources consistent with other employee groups.

## **ARTICLE 21 WORK-RELATED INJURY OR ILLNESS**

### Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave, vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full sick leave, vacation leave or compensatory time pay in addition to any time-loss payments. Leave for a work-related injury, covered by workers' compensation will not run concurrently with the FMLA. Notwithstanding Section 18.1 of Article 18, Leave Without Pay, the Employer may separate an employee in accordance with Article 33, Light Duty, Reasonable Accommodation and Disability Separation.

## **ARTICLE 22 UNIFORMS, TOOLS AND EQUIPMENT**

### 22.1 Uniforms

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. The Employer will continue current practices regarding the provision and maintenance of required uniforms, specialized clothing and footwear. The cost of normal wear and tear and loss of required uniforms, specialized clothing and footwear due to workplace conditions is the responsibility of the Employer.

### 22.2 Tools and Equipment

As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees will be responsible for reimbursing the Employer for any provided tool or equipment damaged due to negligence or lost by the employee.

**ARTICLE 23 DRUG AND  
ALCOHOL FREE WORKPLACE**

23.1 All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. Each institution is required to comply with the Drug-Free Schools and Communities Act (DFSCA) and the Drug-Free Schools and Campuses Regulations in order to be eligible for federal funding.

23.2 Possession of Alcohol and Illegal Drugs

Employees may not use or possess alcohol while on duty, except when authorized by the institution's policy. The possession or use of illegal drugs is strictly prohibited.

23.3 Prescription and Over-the-Counter Medications

Employees must notify their supervisors or other designated officials of the fact that they are taking physician-prescribed or over-the-counter medications and the side effects of the medication, if there is a substantial likelihood that such medication will affect job performance.

23.4 Drug and Alcohol Testing – Safety Sensitive Functions

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

23.5 Testing for Reasonable Grounds

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

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

B. Referral

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

C. Testing

When reasonable grounds exist, employees must submit to alcohol and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary, will be paid by the Employer.

Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

D. Rehabilitation

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

E. Discipline

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

23.6 Training

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

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

**ARTICLE 24 ELECTRONIC MONITORING  
OF EMPLOYEE ACTIVITY**

24.1 Except as provided in 24.2, employees generally will not be subjected to electronic monitoring in the workplace without notice by the Employer.

24.2 "Electronic Monitoring" is defined as the use of data gather from electronic equipment, including but not limited to video cameras and electronic key card and key pads, to determine an employee's whereabouts or activities, either in real time or after the fact.

24.3 Where the Employer has reasonable grounds to suspect that an employee has engaged or is engaging in misconduct, it may use electronic monitoring without prior notice as a part of a specific investigation, provided:

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

**ARTICLE 25 RELOCATION/USE OF  
VEHICLES/TRAVEL**

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

25.2 Employees are responsible for providing their own transportation between their home and duty station or field site. However the Employer may authorize an employee who resides within a reasonable commuting distance of the employee's duty station or field site to take a personally assigned vehicle home, in accordance with the OFM SAAM, Chapter 12.

25.3 Travel time will be considered time worked, when:

- A. It is required by the Employer during normal work hours from one work site to another;
- 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.

25.4 Travel time will not be considered time worked, when:

- A. The employee is commuting between the employee's home and his or her office, 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.

#### **ARTICLE 26 USE OF ELECTRONIC DEVICES AND EQUIPMENT**

26.1 Equipment provided by the Employer for the purpose of conducting business is to be used primarily for such purposes.

26.2 De minimis personal use of electronic office equipment is permitted, provided that such use does not interfere with business operations or job performance.

26.3 The Employer will reimburse employees for college-required long distance telephone calls. However, business calls should be made on state telephones during working hours.

26.4 Employees may make use of their personal electronic devices during work time, provided that such use does not interfere with business operations or job performance.

#### **ARTICLE 27 DISCIPLINARY PROCEDURES**

27.1 Representation

- A. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. If the requested representative is not reasonably available, the employee will select another representative who is available.
- B. Employees seeking representation are responsible for contacting their representative.
- C. The role of the representative is to provide assistance and counsel to the employee, rather than serve as an adversary to the investigator. The exercise of rights in this Article will not interfere with the Employer's right to conduct the investigation.

27.2 Discipline

- A. Employers will not discipline any permanent employee without just cause.

- B. Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such. When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.
- C. The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 29. Oral and written reprimands, however, may only be processed through Step 2 of the grievance procedure.
- D. The Employer will provide an employee with fifteen (15) calendar days' written notice prior to the effective date of a reduction in pay or demotion.
- E. The Employer will normally provide an employee with seven (7) calendar days written notice prior to the effective date of a discharge. If the Employer fails to provide seven (7) calendar days notice, the discharge will stand and the employee will be entitled to payment of salary for time the employee would otherwise have been scheduled to work had seven (7) calendar days notice been given.

However, the Employer may discharge an employee immediately without pay in lieu of the seven (7) calendar days notice period if, in the Employer's determination, the continued employment of the employee during the notice period would jeopardize the good of the college.

### 27.3 Investigations

- A. All institution policies regarding investigatory procedures related to alleged employee misconduct, are superseded. The Employer has the authority to determine the method of conducting investigations.
- B. Both parties agree that timely resolution of investigations of alleged employee misconduct is critical to maintaining a positive and productive work environment. Investigations generally will be concluded within sixty (60) calendar days. When the Employer is unable to complete the investigation with the sixty (60) calendar days, the Employer will notify the employee of the anticipated date of completion.
- B. Employees are required to fully and truthfully answer all questions during an investigation.
- C. Employees will not be prohibited from contacting their union representative.
- D. The Employer will provide the employee under investigation with a status update of the investigation progress every thirty (30) days until the investigation is complete.

### 27.4 Off-Duty Conduct

The off-duty activities of an employee may be grounds for disciplinary action if said activities are a conflict of interest as set forth in RCW 42.52, are detrimental to the employee's work performance or the program of the Employer, or otherwise constitutes just cause. Employees will report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to the Employer within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

### 27.5 Notice to Employees

When the Employer is contemplating disciplinary action (reduction in pay, suspension, demotion, and/or discharge) against an employee, the Employer will notify the employee and the Union. Such notice will include the charges against the employee, an explanation of the evidence which forms the basis for the charge, and the action contemplated. The employee has the right to give reasons orally or in writing why the action should not be taken.

### 27.6 Probationary Employees

Nothing in this Article limits the Employer's right to separate a probationary employee during his or her probationary review period.

## 27.7 Removal of Documents

- A. Written reprimands will be removed from an employee's personnel file after three (3) years if:
1. Circumstances do not warrant a longer retention period;
  2. There has been no subsequent discipline; and
  3. The employee submits a written request for its removal. If the request is denied, the Employer will notify the employee in writing with the specific reasons for the denial.
- B. Records of disciplinary actions involving reductions in pay, suspension, or demotions, and written reprimands not removed after three (3) years will be removed after five (5) years if:
1. Circumstances do not warrant a longer retention period;
  2. There has been no subsequent discipline; and
  3. The employee submits a written request for its removal. If the request is denied, the Employer will notify the employee in writing with the specific reasons for the denial.
- C. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.
- D. References in a performance evaluation to a disciplinary document removed pursuant to Subsections 27.7A or B shall be redacted from the performance evaluation at the same time the disciplinary document is removed from the personnel file.

## **ARTICLE 28 RESIGNATION AND ABANDONMENT**

### 28.1 Voluntary Resignation

The Employer may permit an employee to withdraw his or her resignation at any time prior to the effective date.

### 28.2 Unauthorized Absence/Abandonment

When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive days, the employee is presumed to have resigned from his or her position. The Employer will make at least two (2) attempts during their regular shift to contact the employee to determine the cause of the absence. Such attempts will include calling the employee at his or her contact phone number and any emergency contacts on file with the Employer.

### 28.3 Notice of Separation

When an employee's resignation is presumed in accordance with Section 28.2 above, the Employer will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee. Such notice will include information regarding eligibility for continuation of medical benefits.

### 28.4 Petition for Reinstatement

An employee who has received a separation notice in accordance with Section 28.3, above, may petition the Employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the Employer or postmarked within fifteen (15) calendar days after the separation notice was deposited in the United States mail.

## 28.5 Grievability

Denial of a petition for reinstatement pursuant to Section 28.4 is grievable. The grievance may not be based on information other than that shared with the Employer at the time of the petition for reinstatement.

## **ARTICLE 29 GRIEVANCE PROCEDURE**

### 29.1 Terms and Requirements

The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

#### A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

#### B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees.

#### C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing. Transmittal of grievances, appeals, and responses may be filed by fax or email. Timelines will apply to the date of receipt, not the date of postmarking.

#### D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

#### E. Contents

The written grievance must include the following information or it will not be processed:

1. The date of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence;
2. The nature of the grievance;
3. The facts upon which it is based;
4. The specific Article and Section of the Agreement violated;
5. The specific remedy requested;
6. The steps taken to informally resolve the grievance;
7. The name of the grievant(s) and;

8. The name and signature of the union representative.

F. Modifications

No newly alleged violations may be made after the initial written grievance is filed, except by written mutual agreement.

G. Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

If resolved or withdrawn, a grievance cannot be resubmitted.

J. Pay

Shop stewards will be provided a reasonable amount of time during their normal working hours to investigate and process grievances through Step 2. Grievants and shop stewards will not lose pay for attending informal dispute resolution meetings, grievance meetings, alternative dispute resolution sessions, and arbitration hearings held during their scheduled work time. Grievants will not be paid for informal dispute resolution meetings, grievance meetings, alternative dispute resolution sessions, and arbitration hearings held during their off-duty time.

K. Group Grievances

No more than five (5) grievants will be permitted to attend a single grievance meeting.

L. Consolidation

By mutual agreement, either the Employer or the Union may consolidate grievances arising out of the same set of facts.

M. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

N. Discipline

Disciplinary grievances will be initiated at the level at which the disputed action was taken.

O. Grievance Files

Written grievances and responses will be maintained separately from the personnel files of the employees.

P. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. The cost of alternative resolution methods, if any, will be shared equally by the parties.

## 29.2 Filing and Processing

### A. Filing

A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence.

### B. Processing

#### **Step 1: Human Resources Department Designee**

If the issue is not resolved informally, the Union may present a written grievance to the Human Resources Department, within the thirty (30) day period described above. The Human Resources Department will designate who will hear the grievance at Step 1. The designee will meet in person or confer by telephone with a shop steward and/or staff representative, and the grievant within twenty-one (21) days of receipt of the grievance, and will respond in writing to the Union within twenty-one (21) days after the meeting.

#### **Step 2: President or Designee**

If the grievance is not resolved at Step 1, the Union may move to the next step by filing it with the Human Resources Department, within fifteen (15) days of the Union's receipt of the Step 1 decision. The President or designee will meet in person or confer by telephone with a shop steward or staff representative and the grievant within twenty-one (21) days of receipt of the appeal, and will respond in writing to the Union within twenty-one (21) days after the meeting.

#### **Step 3: Mediation or Pre-Arbitration Review Meetings (PARM)**

If the grievance is not resolved at Step 2, the Union may file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy to the Human Resources Department within fifteen (15) days of receipt of the Step 2 decision. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses.

The proceedings of any mediation will not be reported or recorded in any manner, except for written agreements reached by the parties during the course of the mediation. Unless they are independently admissible, statements made by or to the mediator, or by or to any party or other participant in the mediation may not be:

1. Later introduced as evidence;
2. Made known to an arbitrator or hearings examiner at a hearing; and/or
3. Construed for any purpose as an admission against interest.

#### **Step 4: Arbitration**

If the matter is not resolved at mediation, the Union may file a demand for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within fifteen (15) days of the mediation session. Simultaneous with filing, copies of the demand for arbitration will be provided to the Human Resources Department.

### C. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

### D. Authority of the Arbitrator

1. The arbitrator will:
  - a. Have no authority to add to, subtract from, or modify any of the provisions of this Agreement;

- b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
- c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement; and
- d. Not have the authority to order the Employer to modify his or her staffing levels or to direct staff to work overtime.

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

#### E. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties.

2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for one half (1/2) of the costs of the fee for the court reporter, the original transcript and a copy.

4. Each party is responsible for the costs of its attorneys, staff representatives, and all other costs related to the development and presentation of their case. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the shop steward.

5. If, after the arbitrator issues his or her award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the additional expenses of the arbitrator.

#### 29.3 Election of Remedies

Arbitrating a claim under this Article constitutes a waiver of the right to pursue the same claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum. Pursuit of a claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum constitutes a waiver of the right to pursue the claim through arbitration under this Article.

### **ARTICLE 30 GENERAL CONDITIONS AND BENEFITS**

30.1 The Employer will provide employee lounge facilities apart from work areas.

30.2 The Employer's written Board of Trustee or administrative policies pertaining to employees represented by the Union will be made available to Union staff representatives, shop stewards and employees. The Employer will provide advance notice to the Union of any substantive change to Board of Trustee or administrative policy.

## **ARTICLE 31      LEGAL LIABILITY**

### **31.1      Employee Liability**

If an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of his or her employment for the state, he or she has the right to request representation and indemnification through his or her Employer according to RCW 4.92.

### **31.2      Personal Property Reimbursement**

An employee has the right to seek reimbursement for personal property items damaged in the proper performance of his or her duties, and the Employer will process the request in accordance with RCW 4.92.100. Employees are encouraged to take precautions to protect personal property/equipment.

## **ARTICLE 32      PERSONNEL FILES**

32.1      The Employer will maintain an official personnel file for each employee, showing a record of employment and such other information required for business and legal purposes. The Employer will determine the location of the personnel file and will notify the Union if someone other than the Employer's Human Resource Director is responsible for the personnel file.

32.2      Health and medical information obtained by the Employer will be maintained in a separate, confidential file. The Employer will not require employees to provide information about the health or medical conditions of the employee or the employee's family unless such information is related to the performance of duties within the scope of employment, fitness to hold the employee's position or the providing of benefits requested by the employee.

32.3      An employee and/or his or her representative may arrange to examine the employee's personnel file, medical file and/or the file kept by the employee's supervisor during regular business hours upon reasonable notice. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file, medical file and/or the file kept by the employee's supervisor. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his or her representative.

32.4      Employees will be provided a copy of all adverse material placed in the official personnel file at the time it is placed in the file. The employee or his or her representative may not remove any contents from the file; however, an employee may provide a written rebuttal or refuting documentation to any information in the file that he or she considers objectionable. The parties agree that it is a good practice for an employee to be provided with copies of letters of appreciation and commendation addressed to the Employer. An employee may insert a reasonable amount of job-related material in his or her personnel file that reflects favorably on his or her job performance.

32.5      Information in the personnel files will be retained only as long as it has a reasonable bearing on the employee's job performance or upon the efficient and effective management of the District. Adverse material related to alleged employee misconduct that is determined to be false, and all information related to incidents of which the employee has been fully exonerated of wrong doing, will be promptly removed from the personnel file and/or supervisory file. Such information will be maintained in an administrative file, separate and apart from the personnel file and will not be released unless required by judicial order or by applicable laws governing disclosure of public documents.

32.6      When documents in an employee's personnel file, supervisory file and/or administrative file are the subject of public disclosure request, subpoena or legal discovery the Employer will provide the employee and the Union with a copy of the request at least seven (7) calendar days in advance of the intended release date, unless otherwise required by law.

32.7      The Employer will not release personal information about an employee except as is necessary, or as the law requires.

32.8 Supervisors may keep working files of documentation relevant to employee performance. The previous year's job performance documentation will be removed from the supervisor's working file following the completion of a performance evaluation, unless related to issues of an ongoing nature. Upon request, the supervisor will inform the employee if documentation has been retained.

Supervisors who keep employee working files will maintain the files in a manner that protects against unauthorized access or casual observation and in accordance with other governing laws and rules. Employees may view these files per Section 32.3 above, but may not append refutations nor rebuttals to the file.

**ARTICLE 33 LIGHT DUTY, REASONABLE  
ACCOMMODATION AND  
DISABILITY SEPARATION**

33.1 The Employer 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.

33.2 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.

33.3 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 Employer. The Employer will make a good faith effort to provide the employee requesting accommodation with an alternate assignment during the accommodation process, as necessary.

33.4 Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer 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.

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

33.6 The Employer 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 Employer will decide which option to provide the employee, taking into consideration the employee's preference. If a reasonable accommodation cannot be provided, the Employer will provide the employee with written notification of such decision.

33.7 An employee with permanent status may be separated from service when the Employer 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 Employer based on an employee's written request for disability separation or after obtaining a written statement from a licensed health care professional. The Employer can require an employee to obtain an independent medical examination at Employer expense, from a licensed health care professional of the Employer's choice. Evidence may be requested from the licensed health care professional regarding the employee's limitations.

33.8 When the Employer 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 Employer may separate the employee with five (5) calendar days notice. The Employer will provide the Union with a copy of any disability separation letters.

33.9 The Employer 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 Employer 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.

33.10 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 29.

33.11 Light duty may be considered for employees who are temporarily unable to perform the essential duties of their position.

#### **ARTICLE 34 SENIORITY**

##### **34.1 Definition**

A. Seniority for employees will be defined as the employee's length of classified service counted as the number of hours in paid status. All time spent in leave without pay status will be deducted from the calculation of seniority, except when the leave without pay is taken for:

1. Military leave;
2. Compensable work-related injury or illness leave;
3. Governmental service leave;
4. Reducing the effects of layoff;
5. Time between disability separation and post-reemployment completion of probation;
6. Formal contract negotiations in accordance with RCW 41.80; and/or
7. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Article 35.5, Temporary Layoff.

B. 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.

C. Employees who are separated from state service due to layoff and are reemployed within two (2) years of their separation date will not be considered to have a break in service. The time the employee is on the layoff list will be treated as leave without pay.

##### **34.2 Ties**

If two (2) or more employees have the same seniority, ties will be broken in the following order:

- A. Longest continuous time within their current job classification;

B. Longest continuous time with the institution; and

C. By lot.

### 34.3 Seniority List

The Employer will prepare and post a seniority list annually. The list will contain each employee's name, job classification and the total amount of seniority. Employees will have fourteen (14) calendar days in which to appeal their seniority to their Human Resources Department, after which time the seniority list will be presumed correct. A copy of the seniority list will be provided to the Union at the time of posting.

## **ARTICLE 35 LAYOFF AND RECALL**

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

1. Separation from service;
2. Employment in a class with a lower salary range maximum;
3. Reduction in the work year; or
4. Reduction in the number of work hours.

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

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

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

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

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

### 35.2 Basis for Layoff

A. The reasons for layoff include, but are not limited to, the following:

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

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

1. Termination of a project or special employment;

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

### 35.3 Voluntary Layoff, Leave of Absence or Reduction in Hours

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

### 35.4 Probationary Employees

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

### 35.5 Temporary Layoff

#### A. Temporary Reduction in Work Hours

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

#### B. Temporary Layoff

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

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

D. An employee who is temporarily laid off will not be entitled to:

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

### 35.6 Layoff Units

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

B. The layoff unit(s) for Employer covered by this Agreement are as follows:

1. Community Access/Supported Employment Programs
2. Continuing Education Programs
3. Project Employment
4. All Other Classified Employees

C. Employees who are employed in the Continuing Education Programs prior to July 1, 2017 are considered "grandfathered" and retain their layoff rights in the "All Other Classified Employees" layoff unit.

#### 35.7 Options within the Layoff Unit

A. Permanent employees will be laid off in accordance with seniority, as defined in Article 34, Seniority, and the skills and abilities of the employee within the layoff unit. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. Comparability is defined as having the same FTE appointment. The average number of hours worked in a year for 1.0 FTE equals two thousand eighty-eight (2088) hours. For this Section, a less than comparable position is defined as not less than eighty percent (80%) of the employee's FTE appointment. The Employer may require updated information from the employee regarding his or her skills and abilities. Vacant positions will be offered prior to filled positions. Employees being laid off will be provided one (1) option within the layoff unit:

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

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

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

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

### 35.8 Institution-wide Options

A. In addition to the layoff unit option offered in Section 35.7 above, permanent employees being laid off will be offered:

1. Up to three (3) institution-wide comparable funded vacant positions within their district provided they meet the skills and abilities required of the position(s) and the positions offered are at the same or lower salary range as the position from which the employee is currently being laid off.
2. If there are no comparable vacant positions, the Employer will offer less than comparable funded vacant positions.
3. The Employer will determine if the employee possesses the required skills and abilities for the position.

### 35.9 Multi-Employee Layoffs

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

### 35.10 Notification to Permanent Employees

A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.5, permanent employees will receive written notice at least thirty (30) days before the effective layoff date. Notice will be provided by certified mail or personal delivery. The notice will include:

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

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

C. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.5, if the Employer fails to provide thirty (30) days' notice, the employee will be paid his or her salary for the days that he or she would have worked had full notice been given.

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

### 35.11 Salary

Employees 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 equal to his or her current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

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 amount for which they were compensated when laid off plus any across the board adjustments, including salary survey adjustments, that occurred during the time they were laid off.

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

35.12 Transition Review Period

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

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

C. The Employer may separate an employee or an employee may voluntarily separate at any time during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the appropriate layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired. Separation during the transition review period will not be subject to the grievance procedure in Article 29.

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

35.13 Recall

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

If the college Human Resources Department receives a written request from the employee within thirty (30) days prior to the end of the second year on a layoff list, the employee's name will remain on the layoff list for an additional year, for a total of three (3) years from the effective date of his or her layoff. This provision will end with the expiration of the 2017-2019 Agreement.

B. When a vacancy occurs within an institution and where there are names on a layoff list for that classification, the Employer will fill the position with the most senior employee who has the required skills and abilities to perform the duties of the position to be filled in accordance with Article 4, Hiring and Appointments.

C. Removal from Layoff Lists

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

35.14 Project Employment

A. Permanent project employees have layoff rights. Formal options will be determined using the procedure outlined in Section 35.7, above.

B. Permanent classified employees who left regular classified positions to accept project employment without a break in service have layoff rights within the institution in which they held permanent classified status. The employee's return rights will be to the job classification they last held permanent status in prior to accepting project employment using the procedures in Sections 35.8 and 35.9 above.

**ARTICLE 36 MANAGEMENT RIGHTS**

36.1 The Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the Employer's workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the state and its institutions during emergencies;
- E. Determine the Employer's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- H. Establish or modify the workweek, daily work shift, hours of work and days off;
- I. Establish work performance standards, which include, but are not limited to the priority, quality and quantity of work;
- J. Establish, allocate, reallocate or abolish positions and determine the skills and abilities necessary to perform the duties of such positions;
- K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and temporarily or permanently lay off employees;
- L. Determine, prioritize and assign work to be performed;
- M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
- N. Determine training needs, methods of training, and employees to be trained;
- O. Determine the reasons for and methods by which employees will be laid-off; and

P. Suspend, demote, reduce pay, discharge and/or take other disciplinary actions.

36.2 The Employer agrees that the exercise of the above rights will be consistent with the provisions of this Agreement.

**ARTICLE 37 LABOR/MANAGEMENT  
COMMUNICATION COMMITTEE**

37.1 Purpose

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, Labor/Management Communication Committees will be established. The purpose of the committee(s) is to provide communication between the parties, to share information and concerns and to promote constructive, meaningful and cooperative labor-management relations.

37.2 Committees

Either party may propose items for discussion on topics which may include, but are not limited to: administration of this Agreement, changes to applicable law, legislative updates, organizational change, improvement in systems and processes, resolving workplace and service delivery problems, quality of work life for employees, and/or more productive and efficient service delivery.

The committee(s) will meet, discuss, exchange, and consider information of a group nature and general interest to both parties.

A. Composition

Committees will consist of up to four (4) employer representatives, up to four (4) employee representatives and a WPEA/UFCW 365 staff representative. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by both parties, additional representatives may be added.

B. Participation

1. The Union will provide the Employer with the names of their committee members at least seven (7) calendar days in advance of the date of the meeting in order to facilitate the release of employees.
2. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated nor considered as time worked. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the employees' non-work time will not be compensated nor considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives.

C. Meetings

Meetings may be called by either party. Committee meetings will be scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to the meeting date. Each party may keep written records.

37.3 Scope of Authority

Committees established under this Article will be used for discussions only, and the committees will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The committees' activities and discussions will not be subject to the grievance procedure in Article 29.

## **ARTICLE 38     UNION ACTIVITIES**

### **38.1     Representation**

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

### **38.2     Staff Representatives**

A.     The Union will provide the Employer with a written list of staff representatives and the jurisdictions they are responsible for. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B.     Staff representatives may have access to the Employer's offices or facilities in accordance with college policy to carry out representational activities. The representatives will notify Human Resources prior to their arrival and will not interrupt the normal operations of the institution. In accordance with Section 39.4 below, staff representatives may also meet with bargaining unit employees in non-work areas during the employee's meal periods, rest periods, and before and after his or her shift.

### **38.3     Shop Stewards**

A.     The Union will provide the Employer with a written list of current shop stewards and their campus jurisdiction. The Union will maintain the list. The Employer will not recognize an employee as a shop steward if his or her name does not appear on the list.

B.     Shop stewards will be released during their normal working hours to investigate and process grievances in accordance with Article 29, Grievance Procedure. In addition, shop stewards will be provided reasonable time during their normal working hours to prepare for and attend meetings scheduled by management within the shop stewards' office, facility or geographic jurisdiction within the bargaining unit for the following representational activities:

1.     Investigatory interviews and pre-disciplinary meetings, in accordance with Article 27, Disciplinary Procedures, and/or
2.     Labor/Management Communication Committees and other committee meetings if such committees have been established by this Agreement.

The shop steward will obtain prior approval from his or her supervisor to prepare for and attend a meeting. Notification will include the approximate amount of time the job representative expects the activity to take. Any college business requiring the employee's immediate attention will be completed prior to attending the meeting. Time spent preparing for and attending meetings during the shop stewards' non-work hours will not be considered as time worked. Shop stewards may not use state vehicles to travel to and from a work site in order to perform representational activities, unless authorized by the college.

C.     If the amount of time a shop steward spends performing representational activities is affecting his or her ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified, in writing, as to the reason(s).

### **38.4     Employees**

A.     An employee will be provided a reasonable amount of time during his or her normal working hours to meet with the shop steward and/or staff representative to process his or her grievance. In addition, an employee will be released

during his or her normal working hours to prepare for and attend meetings or hearings scheduled by management for the following:

1. Management scheduled investigatory interviews and/or pre disciplinary meetings, in accordance with Article 27, Disciplinary Procedures; and
2. Management scheduled informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article 29, Grievance Procedure.

a. Subpoenaed Witnesses in an Arbitration

When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time, provided the testimony given is related to his or her job function or involves a matter he or she has witnessed, and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses.

B. An employee will obtain prior approval from his or her supervisor in order to attend any meeting or hearing during his or her work hours. All requests will include the approximate amount of time the employee expects the activity to take. As determined by the supervisor, any college business requiring the employee's immediate attention must be completed prior to attending a meeting or hearing. Employees will suffer no loss in pay for preparing for or attending management scheduled meetings and hearings that are scheduled during the employee's work time. Time spent preparing for and attending a meeting or hearing during the employee's non-work hours will not be considered as time worked. An employee cannot use a state vehicle to travel to and from a worksite in order to attend a meeting or hearing unless authorized by the college.

C. If the amount of time an employee spends attending meetings or hearings on behalf of the Union, is affecting his or her ability to accomplish his or her assigned duties, the Employer will not continue to release the employee and the Union will be notified, in writing, as to the reason(s).

38.5 Use of State Facilities, Resources, and Equipment

A. Meeting Space and Facilities

The Employer's offices and facilities may be used by the Union to hold meetings subject to the Employer's policy, availability of the space and with prior written authorization of the Employer.

B. Supplies and Equipment

The Union and its membership will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone or email for representational activities if there is no cost to the Employer, the use is brief in duration and it does not disrupt or distract from institution business.

C. E-mail, Fax Machines, the Internet, and Intranets

The Union and its members will not use state-owned or operated e-mail, fax machines, the Internet, or intranets to communicate with one another. Employees may use state operated e-mail to request union representation. However, shop stewards may use state owned/operated equipment to communicate with the Union and/or the Employer for the exclusive purpose of administration of this Agreement. The Employer at any time, with notice to the Union, may refuse to continue this practice due to violation of legal or ethical practices. Such use will:

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;
3. Not interfere with the performance of their official duties;

4. Not distract from the conduct of state business;
5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources; and
6. Not compromise the security or integrity of state information or software.

The Union and its shop stewards will not use the above-referenced state equipment for union organizing, internal union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

D. Up to one time per month, the college human resource director, or designee, with seven (7) calendar days notice, will distribute notifications from the Union by email limited to date, time and location of union sponsored informational meetings, subject to the restrictions in Subsection 38.5C above. Designated union officials will provide notification by submitting it directly to the human resource director or designee, who will distribute the notice within three (3) business days.

#### 38.6 Union Meetings

Classified employees will be allowed up to one (1) hour per academic year to attend union meetings during normal working hours without loss of pay or benefits. The Union will provide the Employer with fifteen (15) days notice prior to the meeting. The meeting must be held on campus. Employees will obtain approval from their supervisors to attend the meeting at least 48 hours in advance of the meeting date. Supervisors shall release employee to attend such meetings unless work requirements do not permit their absences. No overtime expenses will be incurred by the Employer for employees attending such meetings.

#### 38.7 New Employee Meetings

Each employee hired into a bargaining unit position shall be granted one-half hours, without loss of pay, for an orientation with a Shop Steward and/or Staff Representative on this agreement within 30 days of being hired. A WPEA Shop Steward shall make available to each new employee membership information material provided by the Union, including copies of this Agreement.

#### 38.8 Bulletin Boards and Newsstands

##### A. Bulletin Boards

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with adequate bulletin board space in convenient places. Where there are existing bulletin boards for WPEA only, the Employer will replace the Employer's bulletin board with a Union provided bulletin board of a similar size. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics law, and identified as union literature. Union communications may not be posted in any other location on the campus.

##### B. Newsstands

If requested, The Employer will identify area(s) where Union provided newsstand(s) can be located at each college/district. Union provided newsstand(s) must meet the Employer's campus standards.

### 38.9 Distribution of Material

A Union-designated employee will have access once per month to his or her worksite for the purposes of distributing Union information to other bargaining unit employees provided:

- A. The employee is on break time or off-duty;
- B. The distribution does not disrupt the Employer's operation;
- C. The distribution will normally occur via desk drops or mailboxes as determined by the Human Resources Manager. In those cases where circumstances do not permit distribution by those methods, an alternative method will be mutually agreed upon; and
- D. The employee notifies the Human Resources Manager in advance of his or her intent to distribute information.

### 38.10 Time Off for Union Activities

A. Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, negotiations, conferences, and conventions. The employee's time off will not interfere with the operating needs of the institution as determined by management. If the absence is approved, the employees may use accumulated compensatory time, vacation leave or personal holiday in accordance with Article 10, Holidays, instead of leave without pay. However, employees must use compensatory time prior to use of vacation leave, unless the use would result in the loss of vacation leave.

B. The Union will give the Employer a written list of the names of the employees it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

### 38.11 Board of Trustee Meetings

The Employer agrees to make the Board of Trustee meeting materials available to the chief shop steward or each college/district.

## **ARTICLE 39 UNION SECURITY**

### 39.1 Union Dues

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union's official headquarters each pay period.

### 39.2 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and the union security provision. The Employer will furnish the Membership Coordinator of the Union with copies of the employee's appointment notice/letter at the same time it is provided to the employee.

### 39.3 Union Security

All employees covered by this Agreement will, as a condition of employment, either become members of the Union and pay membership dues or, as nonmembers, pay a fee as described in Subsections A, B, and C below, no later than the 30th day following the effective date of this Agreement or the beginning of their employment. If an employee fails to meet the conditions outlined below, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

A. Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.

B. An employee who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which he or she is a member, will make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the employee's conscience. Such employees will not be members of the Union, but are entitled to all of the representational rights of union members.

C. The Union will establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of collective bargaining expenses rather than the full membership fee.

D. If an employee fails to meet the agency shop provisions outlined above, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

39.4 The Employer agrees to deduct the membership dues, agency shop fee, non-association fee, or representation fee from the salary of employees who request such deduction in writing. Such request will be made on a Union payroll deduction authorization card.

#### 39.5 Dues Cancellation

An employee may cancel his or her payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice. However, the cancellation may cause the employee to be terminated, subject to Section 41.3, above.

#### 39.6 Status Reports

A. Each month the Employer will provide the Membership Coordinator of the Union with a status report in an electronic format. The Employer may choose to discharge this duty by separately arranging to have a third party provide part or all of the data supplied in the report to the Union. The status report will include the following data, if maintained by the Employer, for employees in the bargaining unit and those who enter or leave the bargaining unit or who start or stop deductions:

1. Employee name;
2. Permanent address;
3. College;
4. Home department name;
5. Job classification code and job title;
6. Bargaining unit code;
7. Unique employee system identification number;
8. Work phone number, if available;
9. Position number;
10. Salary range and step;
11. Job percentage of full;

12. Gross salary for the month;
13. Union deduction code(s) and amount(s);
14. Work county code and name; and
15. Whether an employee has been appointed to, separated from, or promoted out of the bargaining unit and the effective date of such action.

B. Information provided pursuant to this Section will be maintained by the Union and the United Food and Commercial Workers International (UFCW) union in confidence according to the law, and in accordance with the Appendix D – Data Sharing Agreement, incorporated herein.

C. The Union, UFCW and employees will indemnify the Employer and its third party data supplier for any violations of employee privacy committed by the Union pursuant to this Section.

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

#### 39.7 Indemnification

The Employer and its third party supplier will be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees and any issues related to Employee Status Reports.

### **ARTICLE 40 CLASSIFICATION**

#### 40.1 Classification Plan Revisions

A. The Employer will provide to the Union in writing any proposed changes to the classification plan including descriptions for newly created classifications. Upon request of the Union, the Employer will bargain the effect(s) of a change to an existing class or newly proposed classification.

B. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan. The Employer will notify the Union when a position is being reallocated to a job classification that is excluded from a bargaining unit covered by this Agreement.

#### 40.2 Position Review

The Employer may initiate a position review for a position it believes is improperly classified, and will inform the Union in writing when it has initiated a reallocation process for a bargaining unit position.

An individual employee who believes that his or her position is improperly classified may request a review according to the following procedure:

A. The employee will complete and sign the appropriate form.

B. The employee will then send the completed form to the Human Resources Department. The Human Resources Department will review the completed form and make a decision regarding appropriate classification within sixty (60) calendar days of receipt of the request.

C. In the event the employee disagrees with the reallocation decision of the Employer, he or she may request a review of the decision by the Director of the Office of the State HR Director (OSHRD) in writing with a copy to the Human Resources Department, within thirty (30) calendar days of being provided the results of a position review or the notice

of reallocation. The Director of the OSHRD will then make a written determination which will be provided to the employee.

D. In accordance with the provisions of WAC 357-52, the employee or the Employer may appeal the determination of the Director of the OSHRD to the Washington Personnel Resources Board (WPRB) within thirty (30) calendar days of being provided the written decision of the Director of the OSHRD. The WPRB will render a decision which will be final and binding.

E. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Human Resources Department.

#### 40.3 Effect of Reallocation

##### A. Reallocation to a Class With a Higher Salary Range Maximum

1. If the employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain his or her existing appointment status.

2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the Employer must give the employee the opportunity to compete for the position if he or she possesses the required skills and abilities. The Employer may choose to promote the employee without competition as long as the employee possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 35 of this Agreement will apply. If the employee is appointed to the position, he or she must serve a trial service period.

##### B. Reallocation to a Class with an Equal Salary Range Maximum

1. If the employee has the skills and abilities required of the position, the employee will remain in the position and retain his or her existing appointment status.

2. If the employee does not meet the skills and abilities required of the position, the layoff procedure specified in Article 35, Layoff and Recall of this Agreement will apply.

##### C. Reallocation to a Class with a Lower Salary Range Maximum

1. If the employee has the skills and abilities required of the position and chooses to remain in the reallocated position, the employee will retain his or her existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification the employee held permanent status in prior to the reallocation.

2. If the employee chooses to vacate the position or does not have the skills and abilities required of the position, the layoff procedure specified in Article 35 of this Agreement applies.

#### 40.4 Salary Impact of Reallocation

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

##### A. Reallocation to a Class with a Higher Salary Range Maximum

Upon appointment to the higher class, the employee's base salary will be increased as follows:

Employees promoted 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 (5.0%) higher than the amount of the pre-promotional step, or to the entry step of the new range, whichever is higher.

B. Reallocation to a Class with an Equal Salary Range Maximum

The employee retains his or her previous base salary, or to the entry step of the new range, whichever is higher.

C. Reallocation to a Class with a Lower Salary Range Maximum

The employee will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or his or her salary falls within the new salary range.

40.5 Decisions regarding appropriate classification will not be subject to the grievance and arbitration procedure specified in this Agreement.

**ARTICLE 41 COMPENSATION**

41.1 General Service Pay Range Assignments

A. The Employer will adopt the Washington State Higher Education Coalition's salary schedules for the term July 1, 2017 to June 30, 2019 and they will be attached to this Agreement as Appendices B and C, respectively.

E. All employees will progress to Step M six (6) years after being assigned to Step L in their current salary range, provided that if the Coalition changes the requirements for progression to Step M, the Employer will adopt the Coalition's requirements.

41.2 Pay for Performing the Duties of a Higher Classification

Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days of a higher level classification will be notified in writing and will be advanced to a step of the range for the new class, that is nearest to five percent (5.0%) higher than the amount of the pre-promotional step. The Employer may grant a higher salary increase as provided in 41.7 C.

Time spent performing the duties of a higher classification in accordance with this Section will not be eligible to be counted as time for reallocations in Article 40.3.

41.3 Establishing Salaries for New Employees and New Classifications

The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in Appendices B and C.

Upon request of the Union, the Employer will bargain the effects of a change to an existing class or newly proposed classification.

41.4 Periodic Increases

Periodic increases are provided as follows:

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

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

- C. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges, in accordance with Subsections A and B, above.
- D. The effective date of the periodic increase will be the first day of the month it is due.
- E. Employees hired before July 1, 2013 will retain their periodic increment date as of June 30, 2013.

#### 41.5 Salary Assignment Upon Promotion

- A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5.0%) higher than the amount of the pre-promotional step until they reach Step L.
- B. Employees promoted 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 that is nearest to ten percent (10.0%) higher than the amount of the pre-promotional step until they reach Step L.
- C. Recruitment, Retention, other Business Needs or Geographic Adjustments

The Employer may authorize more than the step increases specified in Subsections A and B, above, when there are recruitment, retention, or other business needs, as well as when the employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than Step L.

#### 41.6 Salary Adjustments

The Employer may increase an employee's step within the salary range to address issues related to recruitment, retention or other business needs. Such an increase may not result in a salary greater than Step L.

#### 41.7 Demotion

An employee who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to his or her previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to Step L.

#### 41.8 Transfer

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

#### 41.9 Reassignment

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

#### 41.10 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class in which the employee most recently held permanent status, or movement to a class in the same or lower salary range. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

#### 41.11 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in Section 41.5, above.

#### 41.12 Part-Time Employment

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

#### 41.13 Callback

A. When an overtime-eligible employee has left the institution grounds and is called to return to the work station outside of regularly scheduled hours to handle emergency situations that could not be anticipated, he or she will receive three (3) hours penalty pay plus time actually worked. The penalty pay will be compensated at the regular rate; time worked will be in accordance with Article 6, Hours of Work, and Article 7, Overtime.

B. Time worked by an overtime-eligible employee immediately preceding the regular shift does not constitute callback, provided time worked does not exceed two (2) hours or notice of at least eight (8) hours has been given.

C. An employee who is receiving standby pay is not entitled to callback penalty pay if required to return to work after departing the worksite or is directed to report to duty prior to the starting time of his or her new scheduled work shift.

#### 41.14 Shift Premium

A. Shift premium 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 seventy-five cents (\$0.75) per hour or one hundred thirty dollars and 50 cents (\$130.50) per month.

B. Shift premium will be paid for the entire daily or weekly shift, which qualifies under Subsection A 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.

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

D. 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.

#### 41.15 Standby

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

1. 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.

2. The Employer requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.

B. Standby status will not be concurrent with work time.

C. 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.

#### 41.16 Relocation Compensation

A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:

1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or

2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.

B. If the employee receiving the relocation payment terminates or causes termination of his or her employment with Employer within one (1) year of the date of employment, the Employer will be entitled to reimbursement for the moving costs that were paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

#### 41.17 Salary Overpayment Recovery

A. When the Employer has determined that an employee has been overpaid wages, the Employer will provide written notice to the employee that will include the following items:

1. The amount of the overpayment;
2. The basis for the claim; and
3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

The employee must choose one (1) of the following options for paying back the overpayment:

1. Voluntary wage deduction;
2. Cash; or
3. Check.

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the Employer may agree to make other repayment arrangements. The payroll deduction to repay the overpayment will not exceed five percent (5.0%) of the employee's disposable earnings in a pay period. However, the Employer and the employee can agree to an amount that is more than the five percent (5.0%).

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

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

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

### C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 29 of this Agreement. No deduction shall be made from the employee's wages for the duration of the grievance procedure, with the exception of those employees who separate from the Employer during the pendency of the grievance process.

#### 41.18 Special Pay Salary Ranges

The Director of the Office of the State HR Director may adopt special pay salary ranges for positions based upon pay practices found in private industry or other governmental units. Current special pay practices at each institution will continue.

#### 41.19 Assignment Pay

Assignment pay is a premium added to the base salary and is intended to be used only as long as the skills, duties or circumstances it is based on are in effect. The Employer may grant assignment pay to a position to recognize special skills, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium.

#### 41.20 Multilingual/Sign Language/Braille Premium Pay

Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one (1) language, and/or sign language (AMESLAN), and/or Braille, the Employer will authorize premium pay of two (2) steps above the level normally assigned for that position up to Step L, except for those instances where the position is allocated to a class that specifies these skills.

#### 41.21 Dependent Care Salary Reduction Plan

The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pre-tax basis as permitted by federal tax law or regulation.

#### 41.22 Pre-Tax Health Care Premiums

The Employer agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pre-tax basis as permitted by federal tax law or regulation.

#### 41.23 Medical/Dental Expense Account

The Employer agrees to continue to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by federal tax law or regulation.

#### 41.24 Voluntary Separation Incentives – Voluntary Retirement Incentives

The Employer will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for in the 2017–2019 operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure.

**ARTICLE 42     HEALTHCARE BENEFITS  
                  AMOUNTS**

The Employer and Union agree that the composition, costs, and contribution rates for health insurance benefits shall be the same as provided by the Washington State Health Care Coalition in accordance with RCW 41.80.020.

**ARTICLE 43     VOLUNTARY EMPLOYEES'  
                  BENEFICIARY ASSOCIATION (VEBA)**

43.1     The Employer will provide to eligible employees covered by this Agreement a medical expense plan that provides for reimbursement of medical expenses. Instead of cash out of sick leave at retirement, the Employer may deposit equivalent funds in a medical expense plan for eligible employees, as authorized by RCW 41.04.340. The medical expense plan must meet the requirements of the Internal Revenue Code.

43.2     As a condition of participation, the medical expense plan provided will require that each covered eligible employee sign an agreement with the Employer. The agreement will include the following provisions.

A.       A provision to hold the Employer harmless should the United States government find that the Employer or the employee is indebted to the United States as a result of:

1.       The employee not paying income taxes due on the equivalent funds placed into the plan; or
2.       The Employer not withholding or deducting a tax, assessment, or other payment on funds placed into the plan as required by federal law.

B.       A provision to require each covered eligible employee to forfeit remuneration for accrued sick leave at retirement if the employee is covered by a medical expense plan and the employee refuses to sign the required agreement.

**ARTICLE 44     STRIKES**

Nothing in this Agreement permits or grants to any employees the right to strike or refuse to perform his or her official duties.

**ARTICLE 45     ENTIRE AGREEMENT**

45.1     This Agreement constitutes the entire agreement and any past practice or agreement between the parties, whether written or oral, entered into prior to July 1, 2005, is null and void, unless specifically preserved in this Agreement.

45.2     With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

45.3     This Agreement supersedes specific provisions of institution policies with which it conflicts.

45.4     During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects under the law.

**ARTICLE 46 SAVINGS**

If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

**ARTICLE 47 DISTRIBUTION OF AGREEMENT**

The Employer will make this Agreement available on the appropriate Employer websites and provide a copy to the Union in electronic format. The Union will be responsible for the printing and distribution of the Agreement for their membership. The Employer will be responsible for ensuring managers and supervisors have access to the Agreement.

**ARTICLE 48 DURATION**

48.1 All provisions of this Agreement will become effective July 1, 2017, and will remain in full force and effect through June 30, 2019.

48.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2018 and no later than February 28, 2018. Negotiations will begin at a time agreed upon by the parties.

**APPENDIX A DATA SHARING AGREEMENT**

This Data Sharing Agreement (DSA) is entered into by and between the Employer and the Union, pursuant to the authority granted by Chapter 39.34 RCW.

This DSA is executed in accordance with the Collective Bargaining Agreement (CBA) by and between the State of Washington and WPEA Higher Education, Article 41 Union Security.

1. Purpose of the DSA

The purpose of this DSA is to establish the use, scope and content of data that WPEA needs from the Employer to support its program.

2. Definitions

“Data Transmission” refers to the methods and technologies to be used to move a copy of the data between the Employer systems and WPEA systems, networks and/or employee workstations.

“Data Storage” refers to the state data is in when at rest. Data can be stored on off-line devices such as CD’s or on-line on WPEA servers or WPEA employee workstations.

“Data Encryption” refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required for this data.

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, drivers license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

3. Duration of this DSA

This DSA will be in effect for the duration of this CBA.

#### 4. Description of Data to be Shared

The data as identified in Article 39, Union Security will be extracted from the Employer databases.

#### 5. Data Encryption

Production transmission of the above data from the Employer to WPEA will be accomplished over a secure session. At this time the Employer is able to support the following methods:

- A. Standard FTP of a PGP encrypted file (client or server);
- B. Secure Shell (SSH) (client or server);
- C. FTP over SSL (Client only); or
- D. "Secure File Transfer" by Tumbleweed/Valicert (Client Only).

The method of transmission will be chosen based on the capability of WPEA.

#### 6. Intended Use of Data

The data provided via this DSA is for the purpose of employee status reporting.

#### 7. Constraints on use of Data

This DSA does not constitute a release of the data to any organization, other than as identified in Article 39, Union Security, for discretionary use, but may be accessed only for the purposes described herein. Any ad hoc analyses or other use of the data, not specified in this DSA or CBA, is not permitted without the prior written agreement of the Employer.

The WPEA is not authorized to update or change any data in the employee status reports.

#### 8. Security of Data

##### A. Data Protection

WPEA will take due care and take reasonable precautions to protect the Employer's data from unauthorized physical and electronic access. WPEA will have in place and comply with information systems security standards, procedures and guidelines based on the common criteria (ten domains), the ISO 17799, CoBit, or similar industry standards. It is recognized and understood that WPEA may be governed by one or more federal regulations, such as Sarbanes-Oxley, HIPAA and others. In addition, WPEA is willing to comply with Washington State RCW 42.17.31922, Personal Information – Notice of Security Breaches, and RCW 19.255.010 Disclosure, Notice – Definitions – Rights Data Security Technology Standards. WPEA will strive to meet or exceed the requirements of the Information Services Board (ISB) policies and standards for data security and access controls to ensure the confidentiality, availability and integrity of all data shared.

##### B. Data Security Technology Standards

WPEA will be responsible for providing data security technology standards that will ensure acceptable levels of data security as outlined above in 8.A. These data security technology standards will include clear definitions outlining when and where data should be encrypted and by what technologies.

##### C. IT Data Security Administration

The Employer and WPEA IT Data Security Administrators will exchange specific information relating to technology supporting this DSA. This information will not involve sensitive or confidential internal processes or

practices, but address standard methods and practices of the protection and transfer of sensitive information between entities. The focus of this information exchange is to further define data security methods and technology, including encryption method and tools for the data exchange described above to ensure the Employer and WPEA meet the requirements of this DSA. This exchange will take place and meet with the approval of both parties prior to access of the data.

This documentation will serve to satisfy any potential requirement each agency may have under ISB Security Standards to document the management of secure information.

## 9. Non-Disclosure of Data

Before receiving the data identified above, the WPEA will notify all staff that will have access to the data of the following requirements. This notification will include all IT support staff as well as staff who will use the data. A copy of this notification will be provided to the Employer at the same time it is provided to relevant WPEA staff.

### A. Non-Disclosure of Data

1. WPEA staff will not disclose, in whole or in part, the data provided by the Employer to any individual or agency, except as provided by the CBA or as specifically authorized in this DSA. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this DSA.
2. WPEA will not access or use the data for any commercial or personal purpose.
3. Any exceptions to these limitations must be approved in writing by the Employer.

### B. Penalties for Unauthorized Disclosure of Information

In the event the WPEA fails to comply with any terms of this DSA, the Employer will have the right to take such action as it deems appropriate. The exercise of remedies pursuant to this paragraph will be in addition to all sanctions provided by law, and to legal remedies available to parties injured by unauthorized disclosure.

The WPEA accepts full responsibility and liability for any violations of the DSA.

### C. Employee Awareness of Use/Non-Disclosure Requirements

The WPEA will ensure that all staff with access to the data described in this DSA are aware of the use and disclosure requirements of this DSA and will advise new staff of the provisions of this DSA.

## 10. Data Confidentiality

### A. Regulations Governing Confidentiality of Data

1. The WPEA acknowledges the confidential nature of the information and agrees that WPEA personnel with access will comply with all laws, regulations and policies that apply to protection of the confidentiality of the data.
2. This data is confidential under state and Federal law, access and use of this information will be limited only to persons whose staff function requires such access.

### B. Limited Access to Data (Use as Applicable)

Only WPEA assigned staff will have access to review and maintain data for WPEA.

## 11. Oversight

The WPEA agrees that the Employer, or its designee, will have the right, at any time, to monitor, audit, and review activities and methods in implementing this DSA in order to assure compliance therewith, within the limits of WPEA's technical capabilities.

12. Governance

A. The provisions of this Interagency DSA are severable. If any provision of this DSA is held invalid by any jurisdiction, that invalidity will not affect the other provisions of this Interagency DSA and the invalid provision will be considered modified to conform to the existing law.

B. In the event of a lawsuit involving this Interagency DSA, venue will be proper only in Thurston County, Washington.

**APPENDIX B**

**ONE-TIME SIGNING RATIFICATION INCENTIVE PAYMENT**

B.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 ratification incentive payment as provided below. It is the intent of the parties that this payment is in lieu of and not in addition to any other one-time ratification incentive payment 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.

B.2 **Amount:** Each full-time employee covered by the Agreement to which this Appendix is attached who is employed on September 15, 2016 and who continues to be employed by the Employer on July 1, 2017 shall receive a one-time ratification incentive payment in the amount of Four Hundred Dollars (\$400).

B.3 **Payment:** The one-time ratification incentive payment shall be made with the first regular pay day following July 1, 2017, or as soon as administratively possible thereafter.