

AGREEMENT BY AND BETWEEN
LAKE WASHINGTON INSTITUTE OF TECHNOLOGY
DISTRICT 26

AND THE

FEDERATION OF CLASSIFIED EMPLOYEES
LOCAL NO. 4787

EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2020

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Preamble

This Agreement is by and between the Board of Trustees of Institute of Technology District 26, herein after called the "College", or " District", and the Lake Washington Institute of Technology Federation of Classified Employees, Local 4787, hereinafter called the "Federation." The term "College" used hereinafter shall mean the Board of Trustees or its lawfully delegated representative(s).

The parties agree that it has been and will continue to be in their mutual interest and purpose to promote systematic and effective employee - management cooperation.

Definitions

- Academic Year: The fall, winter, and spring quarters as in the Board-adopted academic calendar. This does not include summer quarter.
- Agreement: This contract between the College and the Federation.
- Board: The Board of Trustees of the Lake Washington Institute of Technology, District 26, as defined in RCW 28B.50.1401.
- College: The same as the Board and District 26.
- Compensatory Time: Leave from work in lieu of overtime or extra time pay.
- Date of Hire: The original date of hire with the College without a break in service.
- Day or Days: Calendar day or calendar days unless specified otherwise.
- Employee: Any person as defined in Section 1.1 performing bargaining unit work and covered by this Agreement.
- Evaluation: The employee performance evaluation reports.
- Federation: Lake Washington Institute of Technology Federation of Classified Employees (LWTECHFCE), Local 4787/AFT WA/AFT/AFL-CIO.
- Fiscal Year: The period beginning July 1 and ending June 30 as defined by the state of Washington and used by the College.
- Full-time Employee: An employee normally scheduled to work forty (40) hours per week.
- Hours Worked: All hours that an employee is scheduled and performing assigned work.
- Human Resources: The office of the College responsible to the Chief Human Resources Officer, who has been delegated authority to offer employment on behalf of the President.
- Immediate Family: A spouse, parent, brother, sister, child, grandparent, or grandchild; by blood, marriage, legal adoption, or court order.
- Immediate Supervisor: The member of the College's management staff responsible for directly supervising an employee.
- Increment: Horizontal advancement from one step (cell) to the next higher step on the same level of the salary schedule.
- Instructional Day: One of the one hundred fifty (150) days that classes are scheduled to be in session.
- Layoff: The termination of employment due to economic setback, inoperable facilities, a decrease in the work load, or other conditions that reasonably require a reduction in the workforce.
- Management: The same as College.
- Part-time Employee: An employee normally scheduled to work less than forty (40) hours per week.
- PERC: The Public Employment Relations Commission.

- Percent of Full-time: The number of hours per week of regularly assigned work divided by 40, and expressed in a percentage.
- Performance Improvement Plan (PIP): A written plan to address an employee's performance under discipline (Article 16).
- President: The President of the Lake Washington Institute of Technology, District 26.
- Probation: The first six (6) months of employment in a full- or part-time permanent position. Probation may be extended for up to three (3) months if mutually agreed to in writing by the employee, Federation, and College.
- Professional Development Plan (PDP): A written description of annual pre-approved job, career, or professional development objectives.
- Promotion: Movement to a classification on a higher salary level.
- Prorated: A percentage calculation that is based upon an employee's percent of full-time employment; a percentage calculation based upon an employee's percent of employment if less than a full-fiscal year; or a percentage calculation that is based upon the number of work days in a payroll period; or a percentage calculation based upon a combination of these.
- Reclassification: An analysis of position duties, responsibilities, and authority resulting in change to a classification on a higher salary level, the same salary level, or a lower salary level.
- Regular Employee: An employee who has successfully passed the probationary period.
- Salary Level: One horizontal row on the salary schedule.
- Seniority Date: The employee's first work day within the bargaining unit.
- Standard Work Week: Equal scheduled hours Monday through Friday.
- Student Worker: A person who is enrolled and regularly attending classes at the College, who is employed by the College in a relationship subsidiary to participation in technical training and/or related academic course work at the College, who is paid from college funds, state financial aid funds, or federal financial aid funds, and who is excluded from the bargaining unit.
- Temporary: A person working on a short-term basis.
- Transfer: Movement to a position in the same or lower salary range.
- Vacancy: A position vacated through transfer, resignation, termination, retirement, or a new position created within the bargaining unit.
- Work Day: Days on which an employee is normally scheduled to work, usually Monday through Friday, and times during which work is scheduled within a department as designated by the supervisor.
- Work Study: Any student worker who is work study eligible under state or federal laws.
- Work Year: All regularly-scheduled work days between July 1 and June 30 including vacations and holidays.

Article 1 Recognition

*Please see Memorandum of Understanding B for definition of "substitutes" and "causal" employees.

Section 1.1

The College recognizes the Lake Washington Institute of Technology Federation of Classified Employees (LWTECHFCE), Local 4787/ AFT WA/ AFT/ AFL-CIO as the exclusive bargaining agent for all full-time and regular part-time office clerical employees, instructional support technicians, and instructional assistants, including those on approved leave of absence, employed by the College in classifications including but not limited to accountant, administrative assistant, cashier, computer lab technician, early childhood specialist, financial aid specialist, financial aid technician, fiscal technician, help desk technician, human resources technician,

instructional assistant, instructional support technician, library technician, mail services technician, media technician, office assistant, word processor, payroll technician, and program assistant. Excluded from the unit are confidential and casual employees, confidential administrative assistants, and student workers (including work study students). Casual employees are those who work less than forty-five (45) work days within any twelve (12) month period in the same position. Substitutes employed more than forty-five (45) work days within any twelve (12) month period shall be subject to the terms and conditions of this Agreement.

Section 1.1.1

Since 1991 classification titles have changed, and the changes have been reflected in this Article. In the event the College uses once again classification titles used in predecessor Agreements, and those classifications have not been excluded according to the terms of this Article, it is understood that those classifications will once again become part of this Article.

Section 1.1.2

The College agrees not to use student workers (including work study students) or substitutes to displace bargaining unit employees. The Federation agrees that the number of student workers is subject to change; however, the use of student workers (including work study students) is in addition to bargaining unit members and is not intended to erode bargaining unit work. The use of student workers is not intended to delay hiring replacement employees for vacant positions or filling new positions posted by the College.

Section 1.1.3

Any group of employees excluded from the bargaining unit may be added to the bargaining unit in accordance with statute and the rules and regulations promulgated by the Washington Public Employment Relations Commission (PERC). Matters regarding unit clarification shall also be handled by PERC.

Article 2 Dues Deductions/Representation Fees

*This section had been updated, effective 11/6/2018, please see Memorandum of Understanding D.

Section 2.1

As a condition of employment, all employees shall become a dues paying member of the Federation or pay an equivalent representation fee to the Federation (including local, state and national per-capita dues) within thirty (30) days of employment.

Section 2.2

The dues deduction form shall be included in the employee hiring packet provided to employees appointed to non-temporary positions. No dues deduction by the College shall occur until Payroll Services has received the signed dues deduction authorization form (see Appendix D.2). The College shall transmit the dues, together with a corresponding list of employees, to the Federation once each month.

Section 2.3

The Federation shall provide the College's Chief Human Resources Officer written notification of a change in the dues deduction percentage at least sixty (60) days prior to the implementation of such change.

Section 2.4

The Federation shall inform new employees within thirty days of employment of their option to become a member of the Federation, a fee payer, or a bona fide religious objector per RCW 41.56.122. An employee's membership status selection shall be made within thirty days of hire. Subsequent changes to membership status shall be made in writing between June 1st and June 30th of each year.

Section 2.5

Indemnification: The College shall be held harmless by the Federation and employees for compliance with this Article.

Article 3 Management Rights

Section 3.1

Management rights and the direction of the work force are vested exclusively in the College subject to the terms of this Agreement. All rights not specifically granted in this Agreement are reserved for the College. Management officials retain the right and obligation, including but not limited to:

- A. Determine the method, number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted.
- B. Subcontract work.
- C. Designate the work to be performed and the places and the manner in which it is to be performed.
- D. Schedule the employee's workday.
- E. Hire, promote, demote, assign, and retain employees.
- F. Suspend, discipline, or discharge employees for just cause.

Section 3.2

The intent of management is to recognize the rights of employees to do bargaining unit work. When changes to work not normally subcontracted are being proposed, management shall discuss the proposed changes with the Federation prior to implementation.

Article 4 Employee/Federation Rights

Section 4.1

Employee Rights: Employees shall have the right to join, or not to join, the Federation at their discretion without fear of penalty or reprisal.

Section 4.2

Non-discrimination: Neither the College, nor the Federation, shall discriminate against any employee or applicant for employment by reason of race, religion, creed, color, marital status, gender, sexual orientation, age, national origin, the presence of any sensory, mental or physical handicap, genetic information, or because of their membership or non-membership in the Federation.

Section 4.3

Affirmative Action: The Federation and College agree and support the principles of Affirmative Action. The Agreement shall not be in conflict with, or inconsistent with, the College's Affirmative Action Program. Issues that may arise between the Agreement and the Program shall be resolved consistent with federal and state laws or regulations and Board policy.

Section 4.4

Personnel File: A personnel file shall be maintained in the Human Resources office for each employee. All written communications other than routine personnel actions shall be shared with the employee prior to inclusion in the personnel file. Any material judged by the supervisor to potentially adversely affect employment may be placed in a personnel file only after allowing the employee a reasonable time to read the material, and attach to it a signed

written statement. Such signature shall not imply agreement with said materials. Employees shall have the opportunity to respond to any document contained in the file.

Section 4.4.1

Employees, upon request and with a scheduled appointment, may inspect their personnel file in the presence of the Chief Human Resources Officer or designee and shall be provided a copy of any document requested.

Section 4.4.2

Adverse statements in the employee's personnel file shall be removed after two (2) years upon the written request of the employee unless it is demonstrated that such information may be related to a violation of federal or state law or regulation.

NOTE: An employee may make a written request of the supervisor to remove the statement after one (1) year. The supervisor's refusal shall not be subject to the grievance procedure.

Section 4.5

Apparel and Equipment: Specialty apparel and/or equipment required as part of the job responsibilities shall be provided by the College.

Section 4.6

Federation Rights: The Federation shall be furnished, upon request, all regularly and routinely prepared public information concerning the financial condition of the College including the annual financial statement and adopted budget. The College agrees to furnish, upon request, any information relevant to processing grievances and negotiations. Requests shall be made in writing by the Federation President to the Chief Human Resources Officer. The Federation agrees to pay reasonable costs for requested items not normally prepared in the daily operations of the College. The Federation shall be notified of any costs prior to processing.

Section 4.6.1

The Federation may request the use of College facilities and equipment at reasonable times when such facilities and equipment are not in use. The Federation agrees to follow College procedures and reimburse the College for any materials and supplies.

Section 4.6.2

The Federation shall have the right to use the College's inter-office mail systems for a reasonable volume of appropriate announcements relating to conduct of Federation business on behalf of its members. Such materials shall not contain any political endorsements or reflect adversely upon the College, any of its employees, or any labor organization among its employees.

Section 4.6.3

The College shall make available reasonable space in the workroom for the purpose of posting Federation notices of meetings, elections, and reports of Federation committees, recreational and social affairs. Notices and announcements shall not contain any political endorsements or reflect adversely upon the College, any of its employees, or any labor organization among its employees.

Section 4.6.4

Pertinent Data: The College agrees to make available to the Federation upon written request an employee list reporting name, seniority date, assignment location and hours, placement on the salary schedule, home address and phone number.

Article 5 College/Federation Communication

Section 5.1

The President or designee(s) and the Federation President or designee(s) shall meet at the request of either party to discuss appropriate matters of mutual concern. The party calling the meeting shall state the nature of such meeting and the subject(s) to be discussed, prior to the meeting.

Section 5.2

The College and Federation endorse the goal of a constructive and cooperative relationship. A labor-management committee (LMC) shall be established for the purpose of addressing contract administration and attempting to resolve issues which occur in the workplace.

- A. The LMC shall be comprised of up to five (5) representatives each from the College and Federation.
- B. The LMC shall adhere to the principles of interest based bargaining.
- C. The LMC shall meet quarterly or as appropriate.
- D. A written agenda and a record of the proceedings shall be maintained according to the ground rules.

The LMC shall have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The LMC shall refer all issues that may result in a memorandum of understanding to the Federation President and the Chief Human Resources Officer. The LMC activities, discussions, and agreements shall not be subject to the grievance procedure.

Article 6 Probation Period

Section 6.1

New employees will be on probation for the first six (6) months of employment.

Probationary employees will receive written mid-point and end-of-probation evaluations by the supervisor. The supervisor will meet with the employee to discuss areas needing improvement identified during probation. If there is reason to believe more time would result in a recommendation for regular employment, probation may be extended for up to three (3) additional months if mutually agreed to in writing by the employee, Federation, and College.

The supervisor will send a recommendation for regular employment to Human Resources for employees with satisfactory performance.

New employees within the six months probation period who apply for and accept another position at the College, will begin a new six (6) month probation period starting the first day of the new position.

The College may dismiss probationary employees at its discretion. The decision to dismiss a probationary employee is not subject to the grievance procedure.

Section 6.2

Existing employees who previously passed probation and are transferred at the direction of the College will not be subject to an additional probation period.

Section 6.3

Existing employees who previously passed probation and apply for and accept another position at the College will be on probation for the first three (3) months of employment in the new position. Within the three (3) month probation period if either the employee or the College determines that continued employment in the new position

is not in either party's best interest, the employee may return to their previous position at their previous salary placement and probation will end. Reversion rights to the previous position are not possible after three (3) months.

Section 6.4

Probationary employees accrue sick leave and vacation leave starting the first day of employment.

Article 7 Work Year

Section 7.1

A regular employee scheduled to work at least fifty percent (50%) of full-time shall be assigned a prescribed work year. The length of an employee's work year assignment may be adjusted by the College to meet conditions created by an economic setback, inoperable facilities, and/or an increase or decrease in work. A minimum of two (2) weeks' notice shall be given, except in emergency situations as agreed upon by the College and the Federation.

When supervisors determine that a need exists for additional hours or overtime, members of the bargaining unit will be given first option to additional hours before hiring temporary staff, and/or contracting out the work. It is not the intent of this section to deny availability of overtime to current full-time employees by hiring additional or part-time staff as a cost saving measure. Nor is it the intent to deny the College the right to hire additional or part-time staff or contract out the work for projects.

Section 7.2

Vacation and sick leave shall not accrue for an employee who has more than ten (10) work days of leave without pay in any month.

Section 7.3

In service/Staff Development Release Time: Should the College require attendance of employees at in service/staff development activities, the College shall either provide release time for attendance or pay the employee their hourly rate in accordance with state and federal regulations.

Section 7.4

Instructional Support Technicians: The work year for employees in Instructional Support Technician (IST) positions will be determined as follows:

- A. Employees hired as an IST before June 30, 2017 will be guaranteed the same number of scheduled work days as assigned in the Scheduled Non-Work day letter from the 2016-2017 fiscal year. Changes may be made to the number of scheduled work days based on any of the following criteria:
 - i. Mutual agreement between the employee and the College.
 - ii. Enrollment increase or decrease which results in an increase or decrease in course sections/schedule.
 - iii. Technology change resulting in an increase or decrease in days needed for the program.
 - iv. Regulation changes which result in the need for training and/or professional development.
 - v. Significant increase or decrease in program revenues.
 - vi. Program activities which require an IST to work on a non-instructional day according to the Academic Calendar.
- B. Employees hired as an IST after June 30, 2017 will be guaranteed the number of instructional days (excluding summer) in the Academic Calendar plus five (5) additional days for program needs and college activities.
- C. The College will provide all ISTs a schedule of assigned work and non-work days by June 1st of each year. In the event a quarterly temporary change is necessary during the year, the College will notify the

employee and Federation as soon as it is known and no later than thirty (30) days prior to the start of the quarter.

- D. In the event of a dispute regarding the number of scheduled work days, the employee may request a review by the Chief Academic Officer within ten (10) business days of receiving their IST schedule. The decision will be made by the Chief Academic Officer within ten (10) business days and is final. The Federation will be notified of the final decision.

Article 8 Work Hours

Section 8.1

Normal work days shall be five (5) consecutive week days, Monday through Friday, followed by two (2) consecutive days of rest (Saturday and Sunday). Alternately, employees designated by the College whose work days regularly include Saturday or Sunday, or Saturday and Sunday, shall have as normal work days five (5) consecutive work days plus two (2) consecutive days of rest which shall be treated as their Saturday and Sunday in that order.

The College shall fill the need for employees to work alternate shifts as follows:

- A. If a position vacancy exists, and the vacant position meets the alternate work day needs, then the position would be filled with a new employee from a posting that identifies the alternate work day assignment. Such assignment shall be at the College's sole discretion.
- B. If the College determines a position vacancy does not exist which may be used to fulfill the need for a particular alternate work day schedule, then qualified Employees working a normal work day schedule (Monday through Friday) will be provided an opportunity to voluntarily change to an alternate work day schedule.
- C. If the College determines a position vacancy does not exist which may be used to fulfill the need for a particular alternate work day schedule, and no qualified Employees working a normal work day schedule (Monday through Friday) volunteer to change to an alternate work day schedule, then the College shall assign work day changes based upon reverse seniority within each classification assigned to the department. An employee involuntarily assigned to an alternate work day schedule will be provided three (3) weeks' notice prior to the beginning of the alternate work day schedule.

Section 8.2

Employees working six (6) hours or more per day are entitled to two (2) fifteen (15) minute rest periods as scheduled by the supervisor and a one (1) hour duty free, unpaid lunch period as part of the working day. It is recognized that the normal building schedule is built around one (1) hour lunch periods during normal office hours as established by the Board of Trustees.

Employees working alternate shifts may be scheduled for a duty-free thirty (30) minute lunch period to accommodate public or departmental needs, as determined by management, who will consider employee input. Temporary exceptions to the normal schedule may be approved by the immediate supervisor. Exceptions longer than three (3) days duration may be approved by the appropriate Vice President. Employees will not combine a duty-free lunch period with a rest period, or rest periods, nor combine rest periods in order to shorten the length of the work day.

No employee will be required to work more than five (5) consecutive hours without a meal break. Employees who, because of student demands, are requested by their supervisor to work through the meal period shall be compensated for the time worked through the meal period at the overtime rate of one and one-half (1½) times their rate of pay.

Section 8.3

Employees working from three (3) to six (6) hours per day shall receive a fifteen (15) minute rest period as part of the paid working day.

Section 8.4

The supervisor must approve overtime work in advance, except for emergencies or unusual circumstances.

A. Hours worked over forty (40) hours per week will be paid at one and one-half (1½) times the employee's hourly rate.

B. Work performed on holidays will be paid at two and one-half (2½) times the employee's hourly rate.

The supervisor will attempt to adjust the work week before assigning overtime work. Employees must take compensatory time within the current work week.

Section 8.5

The employee's work day shall be designated by their supervisor.

Section 8.6

All authorized travel time between job locations shall be considered time worked.

Section 8.7

Employees must report all time worked each pay period.

Article 9 Salary

Section 9.1

Newly hired employees shall be placed between step C and step F of the salary schedule in Appendix A. Employees hired with an associate degree will be placed at minimum of step D. Employees hired with a bachelor's or master's degree will be placed at minimum of step E.

Section 9.2

Part-time employee compensation shall be paid based on the percent of full-time assignment.

Section 9.3

Employees working twelve (12) months per year shall be paid in semi-monthly payments consistent with the Washington State Office of Financial Management regulations. The semi-monthly payment, excluding overtime, shall be one-half (½) of the monthly salary as contained in Appendix A. Employees working less than full-time (40 hours per week) shall be paid a percentage of the monthly salary based upon the percentage of full-time work regularly assigned. An employee assigned overtime shall be compensated at one and one-half (1½) times the hourly rate.

Section 9.4

Compensation schedules for employees are contained in "Appendix A: Employee Salary Schedules" hereafter referred to as "Appendix A".

Section 9.4.1

An employee working less than full-time (less than 40 hours per week) assigned extra time on a temporary basis shall be compensated based on the hourly rates contained in Appendix A.

Section 9.5

Substitutes who are subject to the provisions of this Agreement shall be paid the entry level wage rate for the position in which they are substituting.

Section 9.6

An employee who is assigned in writing by the President or a Vice President to do the work of someone in a classification outside of the bargaining unit for ten (10) days or more shall be paid retroactive to the first day eighty-five percent (85%) of the current salary of the position or an additional fifteen dollars (\$15) per day whichever is higher.

Section 9.7

An employee who is assigned in writing by the President or a Vice President to do the work of someone of a higher classification within the bargaining unit for more than ten (10) days shall be paid at the rate of the higher classification retroactive to the first day. The rate paid shall be at the step with a monthly salary rate amount that exceeds the employee's current monthly salary by at least three percent (3%) and no more than six percent (6%).

Section 9.8

All step advancement occurs annually on July 1 unless otherwise determined by the Legislature.

Section 9.8.1

Step advancement requires an employee to have been hired in a non-temporary position on or before January 1st of the current fiscal year.

Section 9.8.2

The College agrees to increase the rates of pay listed in Appendix A by the same percentage or amount and upon such date as legislatively authorized and funded, and as prescribed and allocated by the State Board.

Article 10 Professional Development

Section 10.1

Professional Development: The College believes it is essential to encourage the continuing growth of a well-educated, well-trained professional staff that is highly skilled in areas essential to the fulfillment of the College's mission, strategic plan, goals, and objectives. Professional development should provide opportunities and direction to build and enhance current and future performance.

Section 10.2

Professional Development Plan: An annual professional development plan shall be developed jointly by the employee and the immediate supervisor during the evaluation process.

Section 10.3

Release Time Training: Employee planned training, as part of the professional development plan, may be scheduled within the employee's normal work hours if approved in advance by the employee's supervisor. The employee and supervisor shall work together to maximize equitable access to professional development opportunities.

Section 10.3.1

Employee training during work hours is expected to be approved if the supervisor is provided adequate lead time, the employee's department is adequately staffed at the time of planned absence for training, the training is part of the professional development plan and the training is related to the employee's work assignment. An

employee's request to participate in training during normal work hours shall not be denied due to inaction. If a request is not acted upon by the employee's immediate supervisor within ten (10) work days of submission to the supervisor, excluding intervening days of approved leave use by the supervisor, the request will be considered to be approved.

Section 10.4

Tuition Program: The College values and supports employee professional development and degree attainment. Tuition and fees may be paid or waived by the college for eligible employees in courses provided by the college. Registration and enrollment may be concurrent with other college students. Self-support, high demand, and other specific courses may be excluded by the Chief Academic Officer. For more information, refer to the College Policies and Procedures Manual.

Article 11 Performance Evaluation

*Article 11 Section 11.1 had been updated and section 11.1.1 had been added, effective 6/1/2019. Please see Memorandum of Understanding E for updated version.

Section 11.1

The immediate supervisor shall evaluate the performance of each employee annually. The evaluation will occur during the calendar quarter of the employee's seniority date, using the evaluation process and forms in Appendix B. Employees and supervisors are encouraged to use the evaluation process throughout the year.

Section 11.2

The employee and supervisor shall complete the evaluation together.

Section 11.3

One copy of the final signed evaluation shall be given to the employee and one shall become part of the employee's personnel file.

Article 12 Reclassification

Section 12.1

Purpose: The College makes reclassification decisions based on documented permanent changes (higher or lower) by at least twenty-five percent (25%) in an employee's level of duties, position responsibilities, and authority. Work load changes in similar level responsibilities will not result in reclassification.

Section 12.2

General Provisions:

- A. Reclassification requests will be processed and reviewed on two (2) cycles semi-annually. The effective dates of reclassifications and associated salary increase will be July 1 and January 1 of each fiscal year.
- B. The College will approve a minimum of three (3) reclassifications per fiscal year if eligible applications are received. If an insufficient number of reclassification requests are submitted or approved, there will be no carryforward from the minimum to the next fiscal year. There will be at least one (1) approved reclassification each cycle, if eligible applications are received. If no applications are approved for July 1, three (3) reclassifications will be available for the January 1 cycle. Additional reclassifications may be approved depending on available funds.
- C. Approved reclassification titles and compensation will not be retroactive. Submitted reclassifications that were not approved will not carry forward into a new cycle. Employees may resubmit a reclassification request.

- D. Reclassifications resulting in a new position classification not included in Appendix A will require approval of the College President. If a new position classification is approved, the College and the Federation will create a memorandum of understanding.
- E. Limitations of this section do not apply to:
- i. Reclassifications of staff fully funded by grants, contracts, or other soft-money funding sources.
 - ii. Reclassification of vacant positions by the College.
- F. Employees in their probation period are not eligible to apply for a reclassification.
- G. The Article 21 Grievance Procedure only applies to process but not to analysis of and decisions made about reclassification requests.

Section 12.3

Priorities: Reclassification requests will be prioritized for approval on the basis of the greatest percentage change in job duties and responsibilities. There must be a minimum of a twenty-five percent (25%) change.

Section 12.4

Process and timeline: The employee and the supervisor must meet to discuss reclassification options and process. Once the employee submits the position questionnaire to the supervisor, the following process and response times apply.

Reclassification Process and Timeline

Steps	Who	What	Timeline	What if response time is missed?
Step 1: Response	Supervisor <u>and</u> Employee	Fully complete the position questionnaire including: <ol style="list-style-type: none"> a) Recommendation for the reclassification from the supervisor. b) Deny reclassification (employee may submit directly to HR if supervisor denies). c) Reassign duties (process ends). 	Must be submitted by October 1 (January cycle) and April 1 (July cycle) for consideration. HR will provide to the Union a list of submitted applications.	The process automatically moves to Step 2.
Step 2: HR Review	HR	Meet with employee and supervisor to review request.	30 days	The process automatically moves to Step 5
Step 3: HR Response	HR	Notify employee and supervisor and Federation President in writing; denials must include an explanation.	15 days	The process automatically moves to Step 5.
Step 4: Appeal	Employee <u>or</u> supervisor	Appeal in writing describing disagreement with the HR's analysis.	15 days	Process ends.
Step 5: Appeal Review	HR	HR accepts or denies the reclassification request based on the information provided, discussion, and consultation with the Federation during the appeal. The HR decision is final.	15 days	Process ends.

Section 12.5

After the reclassification process is complete, HR may conduct a workload analysis in conjunction with the employee and supervisor.

Article 13 Leaves

Section 13.1 Vacation Leaves

Vacation Leave: Employees covered by the Agreement, regularly scheduled to work at least fifty percent (50%) of full-time, shall accrue vacation on a prorated basis. The vacation accrual rate schedule is:

Vacation Accrual Rate Table

Number of Years	Days of Vacation Accrue
1 year	12 days of vacation (8.00 hours per month)
2 years	13 days of vacation (8.67 hours per month)
3-4 years	14 days of vacation (9.33 hours per month)
5 years	15 days of vacation (10.00 hours per month)
6-9 years	18 days of vacation (12.00 hours per month)
10 years	19 days of vacation (12.67 hours per month)
11 years	20 days of vacation (13.33 hours per month)
12 years	21 days of vacation (14.00 hours per month)
13 years	22 days of vacation (14.67 hours per month)
14+ years	23 days of vacation (15.33 hours per month)

Section 13.1.2

Vacation leave shall be scheduled at a time mutually agreed upon by the employee and immediate supervisor.

Section 13.1.3

No employee may accumulate more than two hundred and forty (240) hours of vacation leave as of the date of the employee's anniversary date of employment. If an employee does not use vacation leave in excess of two hundred and forty (240) hours by their anniversary date, then such leave shall be automatically extinguished and considered never to have existed.

Section 13.1.4

Upon termination or layoff, an employee will be paid for his/her accumulated vacation hours.

Section 13.1.5

Employees who transfer into the bargaining unit will accrue vacation leave based on their initial date of hire into a permanent position at the College.

Section 13.2 Sick Leave for Illness, Injury and Emergency

Section 13.2.1

Sick leave for eligible employees shall be accrued at the rate of one prorated day per payroll month of employment. Leave accrual and use proration shall mean a percentage based upon an employee's percent of full-time employment. Unused sick leave shall accumulate from year to year while the employee remains in the employ of the College.

Section 13.2.2

Emergency Leave: Employees may use up to five (5) prorated days for emergencies each year. An emergency is defined as a sudden, unexpected event which requires time away from assigned duties and which is beyond the

control of the employee or which cannot reasonably be anticipated or avoided as determined by the President or designee. Emergency leave is deducted from the employee's sick leave balance and does not accrue.

Section 13.2.3

Sick pay will be paid only for periods of absence caused by the employee's personal illness or injury, *serious* illness or injury of the employee's spouse, or, in accordance with state statute, for the illness of a dependent child.

Section 13.2.4

If it appears the leave provisions of Section 13.2 are being abused, the College may require the employee to submit proof of illness or injury.

Section 13.2.5

Employees who resign or are terminated lose the benefit of accrued sick leave.

Section 13.2.6

In the event an employee returns to the employ of the College within three (3) years after layoff, accumulated sick leave may be re-established upon the request of the employee.\

Section 13.2.7

Employees granted an approved leave of absence retain accrued sick leave, but do not accrue sick leave during the approved leave of absence.

Section 13.2.8

Attendance Incentive Program: In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.

At the time of separation from employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full day's accrued leave for illness or injury.

The provisions of this section shall be administered in accordance with state law and applicable state rules and regulations. Should the Legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right

Section 13.3 Voluntary Employee Beneficiary Association (VEBA)

State statute provides the College means to take funds it would otherwise pay to eligible retiring employees as a cash-out of compensable sick leave and use them instead to give those employees a medical expense benefit plan. The College deposits those funds in a tax-free VEBA trust account on those employees' behalf. The retired employee can get reimbursed from the trust account to pay qualified post-retirement medical, dental, and vision expenses, including premium and out-of-pocket expenses. In doing this, the College makes no representations about, and assumes no responsibility for, the tax consequences.

Applicable provisions of the Internal Revenue Code and state statutes govern taking part in this medical expense benefit plan. These requirements, and any changes that apply, will prevail over this section for any conflict. The College will automatically implement any changes in the legal requirements that govern the VEBA's establishment and administration. If changes in these legal requirements occur that result in significantly more

administrative work for the College, the College will notify the Federation as to how it plans to implement the changes and/or may terminate section 13.3 for the next year after written notice.

To take part in the plan, eligible retiring Federation members must sign the required agreement to hold the College harmless for an adverse tax finding. The Federation and the College agree, and each employee will agree, that an eligible employee who refuses to execute this required hold-harmless agreement gives up all payment for sick leave that is compensable on retirement.

The Federation agrees to hold elections every year of its membership about taking part in the VEBA and to notify the College in writing of these election results and of Federation participation in the VEBA for the next year on or before December 31 of each year. If the College does not get this written notice from the Federation, the default for the upcoming year is participation in the VEBA. This section, with the dates modified as appropriate, governs all participation in the VEBA.

Section 13.4 Civil Leave

Section 13.4.1

An employee who is called for jury duty shall receive compensation at the employee's own rate on the applicable salary schedule less the amount which is earned while serving in that capacity.

Section 13.4.2

An employee who is subpoenaed to appear in court as a witness other than in his/her own behalf or interest shall receive compensation at the employee's pay rate, less the amount received for fees. If the employee is plaintiff or defendant in the case, there shall be no compensation.

Section 13.5 Bereavement Leave

Section 13.5.1

Any employee suffering a death in the immediate family shall be allowed up to five (5) work days leave from work with pay, at the regular rate. Bereavement leave shall be non-accumulative.

Section 13.6 Personal Leave

Regular employees who successfully complete the probation period may use up to four (4) prorated days of personal leave with pay per year. Personal leave must be pre-approved by the immediate supervisor.

Section 13.7 Leave of Absence

Section 13.7.1

Upon recommendation of the immediate supervisor and approval by the College President or designee, an employee may be granted a leave of absence without pay for a period not to exceed one (1) year, or two (2) years in the event of an on-the-job injury. A leave of absence may be granted for illness, injury, surgery, or other temporary disability; educational pursuits; or for professional, family, or other personal reasons.

Section 13.7.2

Upon expiration of a leave of absence for temporary disability of one year or less, the employee will be assigned to the same position. If the position no longer exists, the employee will be assigned to a position for which the employee is qualified and that is equivalent in duties and salary to that held at the time the request for leave of absence was approved. Employees returning from a leave of absence for temporary disability which exceeds one year (two [2] years for on-the-job injury) will be assigned to a position for which the employee is qualified and that is equivalent in duties and salary to that held at the time the request for leave of absence was approved when one becomes available. Refusal to accept the position may be cause for termination.

Section 13.7.3

An employee returning from a leave of absence of less than sixty (60) work days will be reinstated in the same position held prior to the leave. An employee who returns from leave of absence in excess of sixty (60) work days will be reinstated in the same position held prior to the leave if the position exists or in a vacant position for which the employee is qualified and that is equivalent in duties and salary to that held at the time the request for leave of absence was approved; *provided*, that if an employee refuses an offer of such employment, the College is released from all obligation under this Article. An employee may choose to be reinstated in a vacant position for which the employee is qualified, but which is of less status and pay; *provided*, that should an employee voluntarily accept a position of less status and pay in order to expedite a return to active pay status, the employee shall forfeit all other rights guaranteed in this paragraph.

Section 13.7.4

The employee shall retain accrued sick leave, vacation leave, and seniority rights while on an approved leave of absence. An employee granted a leave of absence may, at their option, be allowed compensation for their leave in accordance with sick leave and vacation leave policies.

Section 13.7.5

Sick leave, vacation leave, and other benefits shall not accrue while an employee is on an approved leave of absence.

Section 13.7.6

Persons hired to fill positions of employees who are on an approved leave of absence will be assigned to such positions for a specific period of time, during which time they will be subject to all provisions of this Agreement. Such employees will not be guaranteed employment beyond the term of the leave.

Section 13.8 Family and Medical Leave (FMLA)**Section 13.8.1**

The Family and Medical Leave Act entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- A. Twelve (12) workweeks of leave in a 12-month period for:
 - i. The birth of a child and to care for the newborn child within one year of birth.
 - ii. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
 - iii. To care for the employee's spouse, child, or parent who has a serious health condition.
 - iv. A serious health condition that makes the employee unable to perform the essential functions of his or her job.
 - v. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty".
- B. Or, twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Section 13.8.2

- A. Employees are eligible if they worked a total of at least twelve (12) months in state service and at least one thousand two hundred and fifty (1,250) hours during the twelve (12) months before the start of the leave.
- B. Serious health condition: an illness, injury, impairment, or physical or mental condition that involves continuing treatment by a health care provider or inpatient care in a hospital, hospice, or residential medical care facility.

- C. Parent: a biological parent or de facto parent. Child: a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under eighteen (18) or eighteen (18) or older and incapable of self-care because of a mental or physical disability.
- D. While an employee is on family and medical leave, the College will continue health benefits (medical and dental, basic life insurance, and basic long-term disability coverage). Employees may continue all optional benefits on a self-pay basis. The employee must make arrangements in advance with Human Resources.
- E. When foreseeable, the employee must give thirty (30) days' notice of the leave's start date, unless circumstances dictate otherwise. In that case, the employee will provide such notice as is practical. An employee who undergoes planned medical treatment must make a reasonable effort to schedule the treatment to minimize disruption in the College's operations.
- F. The College may require employees to provide certification from their health care provider, or a family member's health care provider as to the:
- i. Date the condition began.
 - ii. Duration.
 - iii. Need for the leave.
 - iv. Employee's inability to perform the job functions.
- When the employee returns to work, the College may require the employee to provide certification from the health care provider that the employee can resume work.
- G. The employee will return to the position held when the leave began, or to an equivalent position if the previous position no longer exists.
- H. If the employee chooses to not return to work for reasons other than a continued serious health condition, the College may recover the premium it paid for the employee's health coverage.
- I. Family and medical leave does not accrue from year to year.

Section 13.9

Federation Business Leave: The College shall grant up to eighty-eight (88) hours per fiscal year to employees for the purpose of Federation business. Forty (40) hours of unused Federation business leave may be carried forward each year of the contract to a maximum of one hundred and sixty-eight (168) hours being available in the third year of the contract.

Every effort will be made to provide three (3) days' notice for leave using the college leave approval process. Leave applications will be approved by the Federation President or designee prior to submittal to the employee's supervisor. Requests are subject to approval by the supervisor. If the College determines that a substitute is needed, the Federation shall reimburse the College the costs of a substitute's salary for each such release.

Article 14 Holidays

Section 14.1

Employees regularly scheduled to work fifty percent (50%) or more of full-time (20+ hours per week) shall be eligible to receive pay for the following recognized holidays:

- Independence Day (July 4th)
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Day Before Christmas Day
- Christmas Day

- New Year's Eve Day
- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day

Section 14.2

When a holiday falls upon a Saturday or Sunday, the President or designee shall determine and designate the day to be recognized as the holiday.

Section 14.3

Employees receive their regular rate of pay for holidays provided that they are in pay status the work day prior to and the work day following the recognized holiday.

Section 14.4

All work performed on holidays shall be compensated at two and one-half (2 ½) times the employee's hourly rate.

Section 14.5

Eligible employees shall receive holiday pay in proportion to the employee's percent of full-time employment. For example:

- A. An employee working forty (40) hours per week receives eight (8) hours of holiday pay for each holiday.
- B. An employee working twenty-four (24) hours per week receives four point eight (4.8) hours of holiday pay for each holiday.
- C. An employee working twenty (20) hours per week receives four (4) hours of holiday pay for each holiday.
- D. An employee working nineteen (19) hours per week does not receive any holiday pay.

Section 14.6

Employees working a non-standard work week shall arrange with their supervisor to adjust the weekly work schedule or submit for leave to compensate for the difference between holiday pay and the total hours in a regularly scheduled work week.

Section 14.7

Examples: An employee scheduled to work twenty (20) hours per week on a non-standard four (4) day work schedule Monday through Thursday, five (5) hours per day receives four (4) hours of holiday pay for each college holiday.

- A. A holiday that falls on a Monday would require that the employee work with their supervisor and:
 - i. Schedule sixteen (16) hours of work throughout the rest of the week, or
 - ii. Schedule one (1) hour of vacation, personal leave, or leave without pay for the Monday holiday in addition to working the remaining fifteen (15) hours of the work week.
- B. Work weeks that have more than one holiday (e.g., Thanksgiving and the Day After Thanksgiving) would require the employee to work with their supervisor and:
 - i. Schedule twelve (12) hours of work throughout the rest of the week.

Article 15 Health Care Insurance and Retirement Benefits

Section 15.1

Insurance eligibility is established by the Public Employee Benefits Board (PEBB) consistent with state statute. The College shall implement applicable changes in eligibility established by the PEBB and shall notify the Federation upon receiving said notice from the PEBB.

Section 15.1.1

Health care insurance coverage for new eligible employees begins on the first day of the month following employment, or if you start working on the first working day of the month, coverage begins that day.

Section 15.2

Retirement eligibility is established by the Department of Retirement Systems (DRS) consistent with state statute. The College shall implement applicable changes in eligibility established by the DRS and shall notify the Federation upon receiving said notice from the DRS.

Section 15.3

Questions about insurance benefits should be referred to the College Payroll Office.

Article 16 Discipline

Section 16.1

No employee shall be disciplined without cause. Discipline shall be corrective rather than punitive and shall, except for serious offenses, follow a line of progression:

- A. Verbal reprimand (documented in writing to the employee with clear expectations for improvement)
- B. Written reprimand
- C. Performance Improvement Plan (with a specified time frame and a mid-point review)
- D. Discharge

Section 16.1.2

In determining the level of discipline to apply, the supervisor shall consider both the nature and seriousness of the offense and the employee's past work record. Discipline shall be administered progressively for similar offenses. When time passes between similar offenses, discipline shall continue along with the line of progression as long as documentation is still in the employee file (see Section 4.4). When an offense is clearly dissimilar, a new line of progressive discipline shall be established.

Section 16.1.3

To ensure timely and corrective action, verbal and written reprimands may take place at supervisor discretion with or without a formal investigation. Verbal reprimands are not subject to the grievance procedure set forth in Article 21.

Section 16.1.4

Performance Improvement Plans and discharge may only be initiated after an investigation as described in Section 16.2.

Section 16.2

Investigations are a process initiated when a supervisor has reason to believe that discipline may result from an allegation or the discovery of misconduct. Investigations must occur before performance improvement plans or

discharge is initiated. They may or may not be needed for verbal or written reprimands. The supervisor shall consider both the nature and seriousness of the suspected, apparent, or alleged offense when determining whether to conduct an investigation. This process involves the following:

- A. Allegation - The supervisor or human resources receives information that misconduct may have occurred.
- B. Information Gathering - An initial data collecting process by the supervisor or human resources regarding an allegation that may or may not lead to an investigation.
- C. Notice - Prior to an investigatory meeting, the employee shall be provided a written statement that identifies the alleged offense, the date and time of the meeting, and a reminder of the employee's right to representation.
- D. Investigation - The supervisor or human resources will meet with the employee (investigative meeting), relevant witnesses, and evaluation applicable evidence before reaching a decision.
 - i. The employee shall be given an opportunity to present their perspective on the information gathered in the investigation prior to any decision on discipline being made.
 - ii. The employee may have a Federation representative present during investigatory interviews or disciplinary meeting.

Section 16.3.1

A serious offense is misconduct that undermines or destroys the trust and confidence an employer has placed in the employee. It is likely deliberate or substantially careless. Examples of a serious offense might be theft or embezzlement, willful violation of college policies and procedures, conviction of criminal acts off campus that are related to primary job duties, gross or willful insubordination, gross misconduct, behavior that endangers the health and safety of the employee or others, neglect of duties, sexual or other harassment or abuse of any type of a student or staff, drunkenness, or substance abuse on duty.

Section 16.3.2

The employee may be placed on paid or unpaid administrative leave during the investigation. The employee will receive written notice of administrative leave at or before the time of verbal notice.

Section 16.4

In all cases the College will follow Section 4.4 related to documentation.

Section 16.5

In no cases will Article 16 apply to probationary employees.

Section 16.6

Off-duty Activities: The off-duty activities of an employee may be grounds for disciplinary action if said:

- A. Are conflicts of interest as set forth in RCW 42.52 (Ethics in Public Service),
- B. Are detrimental to the employee's work performance or the operation of the Employer, OR
- C. Otherwise constitutes just cause.

No part of the above section will be construed to prevent an employee from:

- A. Engaging in off duty political speech that is not discriminatory.
- B. Making off duty complaints about the workplace that do not rise to the level of creating a hostile work environment or harming the integrity of the College.

Employees will report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned job duties within twenty-four (24) hours prior to their scheduled work shift, whichever occurs first.

Article 17 Discharge

Section 17.1

No employee shall be discharged without just cause. Just cause means:

- A. Notice: The employee knew of the College's policy/procedures/expectations.
- B. Reasonable Rules & Orders: The College's policy/procedure/expectation was reasonable.
- C. Investigation: The College investigated to determine that the employee violated the policy/procedure/expectation.
- D. Fair Investigation: The investigation was fair and objective.
- E. Proof: Substantial evidence existed of the employee's violation of the policy/procedure/expectation.
- F. Equal Treatment: The College's policy/procedure/expectation was consistently applied.
- G. Penalty: The discipline was reasonable and proportional to the misconduct.

Section 17.2

The College must provide due process to the employee prior to discharge. After investigation as described in Section 16.2, this includes:

- A. Pre-Discipline Meeting: If the College believes discharge is a possible outcome to an investigation of misconduct, it will provide a "notice of intent to discipline" letter to the employee, union, human resources, and the supervisor that provides:
 - i. Notice of charges arising from the investigation.
 - ii. Review of evidence the employee was aware of policies and/or performance expectations.
 - iii. Request for pre-discipline meeting including the date and time of the meeting and a reminder of the employee's right to representation.

The pre-discipline meeting is an opportunity to either discuss with the College in person, or provide in writing, responses to the charges and any additional information needed to assist the College in determining what ultimate action should be taken.

- B. Notice of Decision: If the College determines discharge is the appropriate decision it will send a letter to the employee, union, human resources, and the supervisor documenting:
 - i. Summary of the basis for termination.
 - ii. Summary of the investigation.
 - iii. Summary of the investigative interview.
 - iv. Review of the policies and/or performance expectations.
 - v. Review of the pre-disciplinary meeting.
 - vi. Description of the final disciplinary action.

Section 17.3

In no cases will Section 17 apply to probationary employees.

Article 18 Vacancies

Section 18.1

The College encourages job advancement for employees. Hiring officials are encouraged to consider the advantages of filling job vacancies by promoting from within the College.

Section 18.2

Posting Vacancies: Notices of position vacancies which occur within the bargaining group which cannot be filled by a qualified laid-off bargaining unit employee shall be posted on the Human Resources job board with a copy forwarded to the Federation President. All notices of position vacancies shall remain posted for a minimum of five (5) consecutive work days. All such posted position vacancies shall identify the work hours, salary, and duration of grant funding if applicable.

Section 18.3

Filling Vacancies: The College maintains its prerogative to interview and select applicants for employment. Bargaining unit employees who meet the qualifications and criteria specified on job postings are encouraged to apply for such positions. An employee may apply for such positions by submitting a current résumé and application. The College's decision regarding the qualifications and the selection of the finalist shall not be subject to Article 21 of this Agreement.

Section 18.4

Initial Interview: The College agrees to grant an interview to current employees who meet the minimum qualifications and who apply for a vacant position covered by this Agreement by the earlier of the screening date or the closing date. Any internal applicant not selected for the position may request a written analysis of their skills related to the position.

Section 18.4.1

When the qualifications and experience of a bargaining unit applicant and an outside applicant are determined by the College to be equivalent, the qualified bargaining unit applicant shall be given the available position. The College's decision regarding qualifications is not subject to Article 21 of this Agreement.

Section 18.5

Transfers: Transfer shall mean movement at the direction of the College to a position in the same or lower salary level; such a transfer occurs regardless of the preference of the employee. Employees transferred shall receive their current salary rate until the salary rate of the new position equals that of the former position. An employee may only be transferred once every three (3) years unless they are the only employee in the department.

Section 18.6

Promotion: Promotion shall mean movement to a classification on a higher salary level. Promotion to a classification on a higher salary level will be to the step with a monthly salary amount that exceeds by at least four percent (4%) the monthly salary amount at the employee's old salary level and step.

Article 19 Seniority

Section 19.1

Seniority shall be defined as the length of service with the College as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first work day within the bargaining unit. In the event that more than one employee has the same starting date of work, position on the seniority list shall be determined by the person with the higher social security number being most senior.

Article 20 Layoff and Recall

Section 20.1 Layoff Definition

Layoff shall be defined as follows: Termination of employment due to economic setback, inoperable facilities, a decrease in the work load, or other conditions that reasonably requires a reduction in force. Economic setbacks necessitating layoff include the following:

- A. Enrollment decline;
- B. Other events resulting in reduction in revenue;
- C. Termination or reduction of funding of categorical projects.

Section 20.2 Layoff Procedures

- A. If the College decides that layoff is necessary, it shall determine the number of employees and job classification to be reduced. The College agrees to explore other options with the Federation (i.e. attrition, job sharing, reduced work hours, voluntary leaves without pay, voluntary layoff, etc.) prior to implementing layoffs.
- B. Layoff shall be conducted in inverse order of seniority within the job classifications specified in the salary schedule (Appendix A), except for: employees who entered and remained in the bargaining unit by employment in one hundred percent (100%) grant-funded, contract-funded, or other soft-money positions employed for less than five (5) years, and for Instructional Support Technicians.

Employees hired for positions where the base salary (excluding extra or overtime hours) is one hundred percent (100%) funded by grant-, contract-, or other soft-money are subject to layoff in inverse order of seniority within the group of employees wholly funded by that grant-, contract-, or other soft-money source prior to consideration of seniority across the entire bargaining unit. It is the intent of this language that employees hired on limited-length grant, contract, or other soft-money programs not displace other bargaining unit members normally funded by state-supported programs.

Instructional Support Technicians are laid off within their instructional program by seniority. The laid off employee may bump an Instructional Support Technician of lesser seniority in another instructional program provided they have the required skill set to perform the job.

The College shall be the sole determiner of classifications selected for layoff and the transferability of skills possessed by Instructional Support Technicians. These determinations shall not be subject to the grievance procedure of this Agreement.

- C. Employees selected for layoff within each job classification shall be included on the seniority lists of the classifications having the same or lower salary level.
- D. All laid off employees shall be placed in a re-employment pool and, remain there for twelve (12) months.

Section 20.3 Layoff Notification

- A. The College shall meet with a representative of the Federation to provide the names of employees to be laid off, their funding source, and reasons for the layoff.
- B. Employees to be laid off shall be notified by the College in writing at least thirty (30) days prior to the effective date of layoff.

Section 20.4 Recall Procedures

- A. Laid-off employees shall state in writing the type of bargaining unit work and the number of hours accepted if recalled. If the employee refuses recall to such positions, all recall rights are lost.
- B. If the College elects to fill open positions it shall do so in accordance with the Vacancies Article.

- C. The question of qualification shall be determined solely by the College and such determination shall not be subject to the grievance provision of the Agreement.
- D. Persons in the recall pool shall be responsible for maintaining their current address and telephone number with the Human Resources office.
- E. The College shall first attempt to reach persons selected for recall by telephone. If not successful, the College shall send notification by certified mail. The individual will have three (3) calendar days excluding weekends following telephone contact or receipt of such letter to accept employment in the position. A person who fails to notify the College of intent to accept the position offered within the three (3) calendar days above shall not have right to placement in the position. In the event that the person selected for recall fails to notify the College of intent to accept the position within the three (3) calendar days or the person declines employment in the position, then the College shall consider the person next in order of recall and notify him or her of the selection.
- F. The employee's seniority at the time of layoff shall be reinstated upon return to active employment within the bargaining unit.

Article 21 No Strike Agreement

Section 21.1

The parties agree that there shall be no strike or lockout during the life of this Agreement. The Federation further agrees not to honor, or to encourage its members to honor any strikes, picket lines, or other concerted work stoppages that may be established by any other employee organization employed by the College. However, no member of the bargaining unit will be required to do the work of striking employees outside this bargaining unit.

In the event of a strike by another organization, the Federation and Management agree to immediately discuss possible procedures needed to ensure the safety of non-striking employees.

Article 22 Grievance Procedure

Section 22.1

The College and the Federation recognize that early settlement of grievances is essential to sound employee-employer relations. Grievances arising between the College and employee(s) within the bargaining unit shall be subject to these grievance provisions.

Section 22.2 Grievance Requirements

The following requirements apply to the proper implementation of the provisions of this Article. They are provided in order to clarify and preserve the requirements and the interests of the employees, the Federation, and the College.

Section 22.2.1 Timelines

- A. "Days" as used in this Article shall mean week days (Monday - Friday, excluding Saturdays, Sundays, holidays) unless stated otherwise.
- B. Grievance claims involving retroactive compensation will be limited to no more than one year prior to the written submission of the grievance to the College.
- C. A grievance must be filed within twenty-five (25) days after the grievant should have reasonable knowledge of the action or inaction that gives rise to the alleged grievance. Nothing in the procedure outlined below will preclude the settlement of differences in an informal manner.
- D. Failure by the grievant or Federation to comply within the time limit at any step shall constitute acceptance of the College's last response. Failure by the College to comply with the grievance time limit at Step 1 or Step 2 shall automatically advance the grievance to the next step. Failure by the College to

comply with the grievance time limit at Step 3 shall constitute settlement in favor of the grievant(s) and the remedy sought in the grievance shall be implemented.

- E. If the grievance has not been satisfactorily resolved at any step either party may, within five (5) days request mediation as provided for in this Article.
- F. Time limits may be waived or extended by written mutual agreement of the parties.

Section 22.2.2 Notices

- A. The written statement of the grievance shall contain the following: (a) a brief description of what happened and who was involved; (b) a reference to the specific articles and sections of the Agreement alleged to have been violated; and (c) the remedy sought.
- B. The Federation shall notify the College of the name of the Grievance Chair. In the event a grievance is to be handled by someone other than the Grievance Chair, the Federation shall provide the College with the name of the designee.
- C. A copy of the grievance shall be sent to the Chief Human Resources Officer.
- D. The College shall send a copy of any official grievance communication to the grievant, the Grievance Chair, or designee, and the Federation President.

Section 22.2.3 Information

- A. Upon a reasonable request of the Federation, the College shall cooperate in the Federation's investigation of any grievance and shall furnish the Federation such information germane to the grievance.
- B. All documents, communications and records dealing with a grievance shall be filed in a grievance file and that file shall be held separate from the grievant's personnel file.

Section 22.2.4 Participation

- A. Grievance discussions shall take place whenever possible on work time, and without loss of pay or benefits, if the employee is on pay status. A fair and reasonable opportunity shall be afforded for all persons, including witnesses, to attend grievance meetings/discussions but only for the period of time they are needed to provide input or testify.
- B. A representative of the Federation shall be given reasonable opportunity to be present and speak on behalf of the grievant, if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution. If the grievant chooses not to be represented, the Federation shall have the right to be represented at each step of the procedure. In the event more than one Federation representative has been involved in a grievance procedure and their presence is needed at a grievance meeting for continuity, the Federation shall notify the College in advance.
- C. The decision to continue a grievance rests with the Federation.

Section 22.2.5

In arriving at any disposition or settlement, neither party shall have the authority to alter, add to, delete or amend this Agreement.

Section 22.2.6

The College shall not discriminate against any individual employee or the Federation for taking action under this Article.

Section 22.3 Grievance Steps

Section 22.3.1

Discussion: Prior to filing a grievance the employee may meet with the immediate supervisor to attempt to understand and resolve the issue. A representative of the Federation may be invited to attend at the employee's option. By mutual consent the employee and supervisor may also involve others in their discussions if it is believed they would be helpful in resolving the issue. During the time such discussions are taking place the

twenty-five (25) day limitation for filing a grievance shall be in effect unless an extension is agreed to in writing or extended verbally and confirmed in writing. These discussions shall *not* constitute a Step 1 grievance.

Section 22.3.2

Step 1, Supervisor: The grievant shall first present the grievance to their immediate supervisor in an effort to resolve the grievance at this level. The employee, or the Federation representative if one is present, shall state the section(s) of the Agreement allegedly being incorrectly interpreted, applied, or violated and that this is a Step 1 grievance discussion. The supervisor shall arrange for a Step 1 meeting with the grievant to take place within ten (10) days of receipt of the grievance. The supervisor shall provide the grievant and the Federation with a written response to the grievance within five (5) days following the Step 1 meeting. Such response shall include the reasons upon which the decision was based.

Section 22.3.3

Grievance Mediation (Optional Step): Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.

- A. If the grievance has not been satisfactorily resolved at any step prior to arbitration either party may, within five (5) days of the written decision, request mediation. If the parties are in agreement that the grievance is suitable for mediation they will submit a joint request to the Federal Mediation and Conciliation Service or Public Employment Relations Commission for the assignment of a mediator. Grievance mediation shall be completed within twenty-five (25) days of the request. The twenty-five (25) day timeline may only be extended by mutual consent of the parties. If the parties do not agree to a time extension, the mediation request shall be withdrawn and the grievance process shall be resumed.
- B. The grievance mediation process shall be informal. Rules of evidence shall not apply and no formal record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint or separate caucuses.
- C. At the request of both parties, the mediator shall issue a recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.
- D. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the parties shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedent setting.
- E. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

Section 22.3.4

Step 2, Vice President: If no settlement is reached at Step 1, the Federation may advance the grievance to Step 2 and submit to the supervisor's Vice President a written statement of the grievance. Such written statement shall be on a grievance form and submitted within five (5) days of the Step 1 written response.

In the event the Vice President who supervises the supervisor in Step 1 has been directly involved with the decision causing the grievance, an alternate Vice President may be used at this step. The Vice President shall arrange for a Step 2 meeting with the grievant to take place within ten (10) days of receipt of the grievance. The Vice President shall provide the grievant and the Federation with a written response to the grievance within five (5) days following the Step 2 meeting. Such response shall include the reasons upon which the decision was based.

Section 22.3.5

Step 3, President Level: If no settlement has been reached at Step 2 within the specified time limits, and the Federation believes the grievance to be valid, the written grievance shall be submitted to the President by the

Federation within fifteen (15) days. The President shall arrange for a Step 3 meeting with the grievant to take place within ten (10) days of receipt of the grievance. After such meeting, the President or designee(s) and the Federation will have ten (10) days to resolve it by indicating on the statement of grievance the disposition and signing it.

Section 22.3.6

Step 4, Arbitration: If a grievance is not satisfactorily resolved at Step 3, the Federation may, within ten (10) days after receipt of the written response in Step 3, submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

- A. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement.
- B. The arbitrator's decision shall be final and binding on the College and the Federation.
- C. The fees and expenses of the arbitrator shall be shared equally by the College and the Federation. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- D. The College and Federation shall not be permitted to assert in arbitration proceedings any new grounds or rely on any evidence not previously disclosed to the other party.

Article 23 Conditions of the Agreement

Section 23.1 Status of Agreement

Once a tentative agreement on a collective bargaining agreement has been reached, such Agreement shall become effective when ratified by the Federation and approved by the Board of Trustees and executed by authorized representatives thereof and may be amended or modified only with the mutual consent of the parties.

Section 23.1.1

This Agreement shall supersede any rules, regulations, policies or resolutions of the College which are contrary to or inconsistent with its expressed terms.

Section 23.2 Waiver and Complete Agreement

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Federation voluntarily and unqualifyingly waives the right, and agrees that the College shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term; subject only to a desire by both parties to mutually agree to amend or supplement at any time.

Section 23.3 Severability

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, PERC, or other legal authority, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 23.4 Duration

This Agreement will be effective as of July 1, 2017, and will continue in full force and effect through June 30, 2020. Article 9, Salary, and Article 15, Healthcare Insurance and Retirement Benefits, will be reopened on or after April 1 of any year or at any time the Legislature specifically authorizes increased compensation and/or insurance benefits, or unless otherwise provided for in this Agreement.

All terms and conditions of this Agreement remain in effect during the course of negotiations if negotiations extend beyond the expiration date of the Agreement.

Section 23.5 Conformity to Law

This Agreement shall be governed and construed according to the Constitution and laws of the state of Washington. If any provisions of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby will be found contrary to law by a tribunal of competent jurisdiction, such provisions or applications will have effect only to the extent permitted by law, and all other provisions or applications of this Agreement will continue in full force and effect.

Section 23.5.1

If any provision of this Agreement is found to be contrary to law, the College and Federation agree to commence bargaining on such provision as soon as reasonably possible.

Section 23.6 Distribution of Agreement

A copy of the final Agreement shall be proofread and agreed to by both parties prior to printing. The College shall print finished copies of this Agreement and distribute to all members of the bargaining unit.

LAKE WASHINGTON INSTITUTE OF TECHNOLOGY
FEDERATION OF CLASSIFIED EMPLOYEES,
LOCAL NO. 4787

Dated: 6/2/17

By 
Judy Mattison, President

By 
Rachelle Malat, Vice President

LAKE WASHINGTON INSTITUTE OF
TECHNOLOGY, DISTRICT NO. 26

Dated: 6/5/17

By 
Lynette Jones, Chair

By 
Bruce Reid, Vice-Chair