

AGREEMENT BY AND BETWEEN

LAKE WASHINGTON INSTITUTE OF TECHNOLOGY  
DISTRICT 26

AND THE

INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL NO. 302

EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2022

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## Preamble

This Agreement is by and between the Lake Washington Institute of Technology, District No. 26, hereinafter referred to as the Employer or the College, and the International Union of Operating Engineers, Local No. 302, hereinafter called the Union.

The parties agree that it has been and shall continue to be in their mutual interest and purpose to promote systematic and effective employee-management cooperation; to execute a written Agreement; to confer and negotiate in good faith at reasonable times; with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions; to promote effective methods for prompt adjustment of differences; and to promote full and reasonable employee participation in such personnel areas as are within the jurisdiction of the Employer.

## Nondiscrimination

Neither the Employer nor the Union shall discriminate against any employee subject to this Agreement on the basis of race or ethnicity, creed, color, national origin, sex, sexual orientation, age, marital status, religion, genetic information, the presence of any sensory, mental or physical handicap, or status as a disabled veteran or Vietnam-era veteran with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the handicapped person or others, or in their exercise of their rights under chapter 41.56 RCW, Public Employee Relations Act.

Whenever the Agreement uses words that indicate a specific gender, the words will apply equally to either gender.

## Affirmative Action

The Union and the College agrees with and supports the concept of Affirmative Action. Therefore, the parties mutually agree to use their best efforts to insure that this Agreement will not be in conflict with, or inconsistent with Title VII, Title IX, of the Civil Rights Act of 1964 and/or Washington State statutes.

## Definitions

The following terms and/ or words as used within the Agreement shall have the following meanings:

- Board: The Board of Trustees of Lake Washington Institute of Technology.
- College: Same meaning as the Board and the Employer.
- Date of Hire: The most recent date of hire with the Employer.
- Day or Days: Calendar day or calendar days unless specified otherwise.
- Employee: Any person performing bargaining unit work except substitutes, work normally subcontracted, students and temporarily funded work programs.
- Employer: Lake Washington Institute of Technology and/or the Board of Trustees of Lake Washington Institute of Technology.
- Essential Employees: All employees covered under this agreement are considered essential employees and may be called in to work at the request of the College.
- Fiscal Year: July 1 - June 30.
- Full-time Employee: A regular employee normally scheduled to work forty (40) hours per week.
- Family Member: A family member of an employee means a spouse and parents thereof, parents and spouses thereof, sons and daughters and spouses thereof, brothers and sisters and spouses thereof, grandparents and

grandchildren and spouses thereof, domestic partner and parents thereof, and any individual by blood or affinity whose close association with the employee is the equivalent of a family relationship.

- Immediate Supervisor: The management employee responsible for directly supervising an employee.
- Longevity: The total time served as an employee of the Employer without an approved break in service.
- On-call: The time a regular employee is designated by the Employer to be available to return to the College during a time period other than the assigned shift, and responding timely to a call-back when issued by the Employer. On-call time spans the hours between the end of the employee's last shift and the beginning of the employee's next shift.
- Part-time Employee: A regular employee normally scheduled to work less than forty (40) hours per week.
- Regular Employee: An employee who has successfully completed the probationary period, is performing bargaining unit work, and is working on a daily basis and filling a position which entails no less than five (5) calendar months of uninterrupted service per year.
- Rehire: Any person who at some time was an employee of the Employer and who again becomes an employee following a period of time in which the employee has been classified as "terminated." Any such person shall have no seniority within the bargaining unit except as it accrues from the most recent date-of-hire within the bargaining unit.
- Run: The physical area of the College campus(es) and series of duties assigned to and performed by a custodial employee on a regular, recurring basis; where the physical area is a specified, limited portion of the College grounds, buildings, and/or property and the duties are part of the classification's job description as published by the Employer.
- Seniority Date: The date an employee is hired into a classification within the bargaining unit. The employee will retain their original seniority date in subsequent classifications. (An employee's seniority date shall be recognized retroactive to such date only after having completed the probation period.)
- Terminate (tion, ed, ing): Discharge for just cause, death, direct transfer to a position outside of the bargaining unit, retirement, self-quit, illness or injury.
- Time Worked: All hours that an employee is in pay status.
- Union: The International Union of Operating Engineers, Local No. 302.

## Article 1 Recognition and Coverage of Agreement

### Section 1.1

The Employer hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Union recognizes the responsibility of representing the interests of all such employees.

### Section 1.2

Nothing contained herein shall be construed so as to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Trustees or President of the College pursuant to RCW 41.56.030(2).

### Section 1.3

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following job classifications: utility worker, custodian, head custodian, maintenance custodian, groundskeeper, head groundskeeper, building equipment mechanic, head building equipment mechanic, safety technician, shipping/receiving technician, and head shipping/receiving technician.

## Article 2 Union Membership and Dues

### Section 2.1

The Union and the College hereby agree to the following regarding the impacts of Janus v. AFSCME:

Whereas, the Union and the College have a Collective Bargaining Agreement in which union security provisions may conflict with Janus v. AFSCME, for which the Supreme Court issued its ruling on June 27, 2018.

Therefore, the Union and the College agree that the following provisions shall supplement and supersede language on the same topics in the Collective Bargaining Agreement.

**Union Membership:** All employees covered under the terms of this Agreement may voluntarily join the labor organization that represents their position (the Union) as a member and receive all rights, privileges and benefits of Union membership. The College, including its directors, managers and supervisors, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in union activities.

**Dues Deduction:** Following written receipt of confirmation of authorization by an individual employee to the union, the College shall deduct from the pay of such employee the amount of dues, fees and assessments, as certified by the Union, and remit it to the Union. The Union shall transmit to the College, in writing, by the cutoff date for each payroll period, the name(s), of the employee(s), as well as their College identification number(s), who have, since the previous payroll cutoff date, provided the Union with an authorization for payroll deductions, or have changed their authorization for payroll deductions. Within two weeks of executing this Collective Bargaining Agreement, the Union shall provide to the College a copy of its standard membership card that was in effect subsequent to Janus v. AFSCME, including payroll deduction authorization language; provision of the membership card shall occur in advance of provision of the names of employees who have given the Union their authorizations for payroll deductions. Provided the College has no objections to the current or future membership card, including payroll deduction authorization language, the College shall honor the terms and conditions of each employee's voluntary Union membership and payroll deduction authorization(s).

**Written Confirmation of Deduction Authorization:** For the union signing up members by phone or means other than a signed authorization card, the Union shall send an email to the College email address (as provided by College) of each employee who authorizes payroll deductions to confirm such authorization. The email shall contain the date of authorization for payroll deductions by the employee and the amounts and/or percentage of deductions. For employees not assigned a College email address, the Union shall send a paper receipt via mail with a copy to the College.

Assuming the written confirmation of deduction authorization contains all information required pursuant to this Collective Bargaining Agreement, the College will initiate payroll deductions.

**Revocation:** Any employee may revoke their authorization for payroll deductions to the Union by written notice to the Union in accordance with the terms and conditions of their membership authorization. Every effort will be made to end the payroll deductions effective on the first payroll period, and not later than the second payroll period, after College receives written confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation has been met. The College may answer any employee inquiry about process or timing of payroll deductions.

**Indemnification:** The Union hereto shall, only as to deductions made from members of the bargaining unit, indemnify, defend, and save the College harmless against any claim, demand, suit or other form of liability asserted against it as it relates to implementation of this Collective Bargaining Agreement. If requested by the Union in

writing, the College will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.

## **Section 2.2**

Membership may authorize an additional voluntary deduction to contribute to the Union's Membership Assistance Program (MAP) Fund. The employee retains the right to terminate the additional voluntary deduction to the MAP Fund at any time.

## **Article 3 Rights of Employees**

### **Section 3.1**

Employees in the unit defined here have the protected right to freely and without fear of penalty or reprisal, join and assist the Union.

## **Article 4 Rights of the Union**

### **Section 4.1**

The Union has the right to represent all employees in the bargaining unit to present its views to the Employer on matters of concern in writing or orally. The Union has the right to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit.

### **Section 4.2**

If the authorized Union representative requests employee information, the college will provide the representative with any reasonable information on each employee in the bargaining unit. The Union will pay for all appropriate costs in getting this information.

### **Section 4.3**

An authorized Union representative may post proper notices of interest to employees on designated employer bulletin boards.

#### **Section 4.3.1**

The authorized Union representative who posted these notices must promptly remove the notices from the bulletin boards after their purpose is complete.

### **Section 4.4**

The Union may use the College email system to communicate with members regarding administration of the contract.

## **Article 5 Probation and Seniority**

### **Section 5.1**

Probation: All new employees covered by this Agreement shall be on probation for six (6) calendar months. The College and Union may agree to extend the probationary period an additional month for a maximum of seven (7) calendar months. During the probationary period, the College may discharge probationary employees at its discretion. Such discharge and termination of employment shall not be subject to the grievance procedure.

Probationary employees may receive a mid-point and end of probation evaluation by the immediate supervisor. If the employee's performance is determined to be satisfactory, a recommendation for regular employment shall be transmitted by the supervisor to the Human Resources Department.

## Section 5.2

Seniority: The seniority of an employee within the bargaining unit shall be recognized only following the employee's removal from probation status. Upon removal from probation status the employee's seniority shall then be established as having commenced retroactive to the employee's first day of work within the bargaining unit (hereinafter referred to as the employee's "date of hire"), excepting in those instances when such seniority shall have been lost as herein provided. Should two (2) or more employees possess the same date of hire, the employee with the earliest application date for that position shall be considered senior. Should two (2) or more employees possessing the same seniority date also have the same application date, alphabetical rank of surname A through Z shall apply; provided however, that no employee's seniority shall be changed as a result of a change of name. During the probationary period, the retention of an employee shall be entirely within the discretion of the Employer.

### Section 5.2.1

An employee in the bargaining unit loses seniority rights for the following reasons:

- A. Termination
- B. Failure to return to work in answer to a callback from layoff.

### Section 5.2.2

An employee in the bargaining unit does not lose seniority for the following reasons:

- A. Time lost by reason of industrial accident. Seniority accrues for the period of time lost.
- B. Time lost by reason of industrial illness. Seniority accrues for the period of time lost.
- C. Time lost by reason of jury duty. Seniority accrues for the period of time lost.
- D. Time on leave of absence granted for induction, enlistment, or active duty in the Armed Forces of the United States, or service in the Merchant Marine, under any act of Congress which provides that the employee is entitled to reemployment. Seniority accrues for the period of time lost.
- E. Time spent on other authorized leave(s).
- F. Transfer, promotion, or other changes of classification.

## Article 6 Vacancies

### Section 6.1

Filling Vacancies: Notices of vacancies will be sent to the Union and the shop steward.

- A. The shop steward shall be responsible for posting these notices in a timely fashion on the appropriate Union bulletin board.
- B. All notices of position vacancies shall remain posted for a minimum of five (5) consecutive work days.
- C. All posted position vacancies shall identify the work shift hours and salary.
- D. The Employer shall not fill any vacancy with a substitute employee for longer than forty-five (45) work days except that this forty-five (45) days would become seventy (70) work days for the period of time May, June, July, and August: Provided, That the seventy work day period shall not extend beyond October 31 of any year.

## Section 6.2

Application: A bargaining unit employee may be present for applicant interviews and have input in the hiring decision.

- A. In order to become eligible for consideration of a position vacancy an employee shall complete a college application within the posting period.
- B. If any employee fails to submit an application for promotion to a higher classification for any reason, the employee will have no recourse through the grievance procedure.
- C. Employees interviewed shall be notified in a timely fashion on the disposition of their request for the position vacancy.

## Section 6.3

Selection: The College retains the management right to hire and assign employees for vacancies.

- A. The employee with the earliest seniority date who is fully qualified to perform the work involved, and who has fulfilled the requirements as set forth in Section 6.2.A, shall fill the vacant position when ability and performance are substantially equal with those who sought the vacancy by complying with those same requirements.
  - i. Where it can be clearly substantiated that either a junior employee who has applied or an employment applicant possess a greater ability and prior work performance record, the Employer may then fill the position with such person, in which case the Employer shall set forth in writing upon written request from senior eligible applicant, the reasons why that senior person was not placed into the position vacancy. Such factors as poor attendance and poor work performance shall be considered by the employer in administering this section.
  - ii. When an incumbent is promoted into a new position, the employee may be placed on trial for thirty-five (35) work days until the employee proves capable of handling the new position. If the employee doesn't work out satisfactorily, the employee shall be returned to the former position at the former regular rate of pay.

## Section 6.4

Substitutes: An employee assigned to substitute for another employee in a higher classification for five (5) or more work days shall be paid at the rate of the higher classification retroactive to the first day of substitution: *Provided*, That the rate paid shall be at the step with a monthly salary rate amount that exceeds by the least amount the employee's current monthly salary. The College will not substitute multiple employees to avoid paying substitutes in the higher classification.

## Section 6.5

Promotion: Promotion to a higher classification will be to the step with a monthly salary amount that exceeds by the least amount the employee's current monthly salary. This means that an employee does not have to start at step 1 of the salary schedule solely by reason of promotion; the employee will earn the next higher monthly salary amount (which is not necessarily the next higher step) on the new classification's salary range.

## Section 6.6

Preferential Rights: The employee with the earliest seniority date within a given group of classifications shall have preferential rights regarding shift selection when there is a vacancy, for concurrent vacation requests, and scheduled overtime.

## Article 7 Job Classification

### Section 7.1

The College maintains employment list(s) in the following general job classifications:

- Utility Worker
- Custodian
- Maintenance Custodian
- Building maintenance
- Ground Maintenance
- Shipping/Receiving
- Safety and Security

### Section 7.2

Employees on such lists have preferential rights to openings occurring in the general job classification.

### Section 7.3

Job Classification Change: An employee who changes job classifications within the bargaining unit shall be on probation as described in Section 5.1: *Provided*, that employee keeps the seniority date in the previous classification. An employee who changes job classifications within the bargaining unit keeps the original hire date for sick leave and vacation leave accruals.

## Article 8 Layoff and Recall

### Section 8.1

Layoff and Recall Procedures: In the event the College determines that there will be a layoff, the College shall layoff the least senior employees within the affected classification(s). The College shall be the sole determiner of which classification(s) will be selected for layoff.

### Section 8.2

Laid off employees with greater seniority may bump employees with less seniority in lower job classifications when the employee is qualified and has previously worked in such classification(s) at the College: *Provided*, that the College shall be the sole determiner of qualifications.

### Section 8.3

Employees exercising their right to bump another employee must do so in writing within seven days of receiving the written notification of layoff. Employees shall maintain their current salary step placement when exercising their seniority rights.

### Section 8.4

In the event of layoff, individuals so affected shall be placed on a reemployment list in order of their last seniority for a period not to exceed twenty-four (24) consecutive calendar months: *Provided*, that such affected individual must make application for placement on the reemployment list on a form provided by the College within thirty (30) calendar days from the effective date of the layoff. Such individual must renew the application each August, November, February, and May thereafter. Failure to make the initial application or renewal application shall

preclude the individual from being considered for employment. The College shall make the laid-off employee aware of this provision.

## **Section 8.5**

Employees on recall lists shall have preferential rights to openings occurring in the general job classifications held immediately prior to layoff subject to the performance and ability provisions of Section 7.1.

## **Section 8.6**

Reemployment Forfeiture: Individuals shall forfeit all rights to reemployment and all other rights if they refuse an offer of employment to the same or equivalent position. In the event an individual does not accept the position offered within five (5) days of the receipt of the offer, or fails to report to work within ten (10) days of receipt of offer, the offer of employment shall cease and the individual shall be dropped from the reemployment list.

## **Section 8.7**

Reemployment List Information: Individuals on the reemployment list(s) shall keep the Employer notified of their current address and phone number.

# **Article 9 Work Shifts**

## **Section 9.1**

The normal work schedule shall consist of five (5) consecutive work days, Monday through Friday, followed by two (2) consecutive days of rest (Saturday and Sunday) except for those employees covered by this Agreement designated by the Employer who regularly work on Saturday and Sunday whose normal work schedule shall consist of five (5) consecutive work days plus two (2) consecutive days of rest which shall be treated as their Saturday and Sunday in that order.

## **Section 9.2**

Each employee, where possible, shall be assigned with reasonable advance notice a definite shift with designated times of beginning and ending. This includes alternative work schedules such as those that may involve working four (4) ten (10) hour work days in a week. The Employer may modify schedules to accommodate training.

## **Section 9.3**

The work week shall begin at 12:01 a.m. Sunday.

## **Section 9.4**

Standard shifts shall be an eight (8) hour and thirty (30) minute period which shall include a thirty (30) minute unpaid, uninterrupted meal period. The first shift shall also be known as the day shift. The second and third shifts shall be known as the swing and graveyard shifts, respectively.

Employees working a ten (10) hour day shall be scheduled for a ten (10) hour and thirty (30) minute shift which includes a thirty (30) minute unpaid meal period after five (5) hours of work, and shall be given fifteen (15) minutes of rest for each five (5) consecutive hours of work. The starting times for such rest periods shall be reasonably designated by the Employer.

### **Section 9.4.1**

Employees must begin and end their assigned shift on time. Employees who accumulate seven (7) shift violations in any twelve (12) month period of clocking in or out without a valid reason or supervisory approval shall be subject to

progressive discipline. A shift violation is defined as five (5:00) minutes deviation from the start or end of the assigned shift. The supervisor may determine not to count a shift violation after consulting with the employee about the reason. Such supervisory determination shall not be subject to the grievance procedure or used as evidence of past practice.

## **Section 9.5**

Employees may be assigned by their supervisor to one of three shifts based on the need of the College. The shift will be based on the assigned starting time as follows:

- First Shift - Start Time Between: 4:00AM – 8:00AM
- Second Shift - Start Time Between: 12:00PM – 4:00PM
- Third Shift - Start Time Between: 8:00PM – 12:00AM

Employees assigned to the Second or Third Shift shall receive a shift differential as identified on Appendix A - Employee Monthly Salaries and Hourly Rates.

An employee may request a start time accommodation outside the normal assigned start times. Shift differential will be based on their assigned start time and not the accommodated start time. All start time accommodations must be approved by the supervisor.

## **Section 9.6**

Each employee shall be given fifteen (15) minutes of rest for each four (4) consecutive hours of work, the time of starting each such rest to be reasonably designated by the Employer.

## **Section 9.7**

All time worked in excess of forty (40) hours in any one work week shall constitute overtime, which shall be paid at the rate of one and one-half (1 ½) times an employee's regular hourly rate of pay. Paid vacation, paid sick leave, and holiday time off shall be considered time worked for purposes of computing overtime. Other paid time off shall not be considered time worked for purposes of computing overtime.

### **Section 9.7.1**

An employee shall receive call-back pay in those situations where the employee is called to work for a period that is not an extension of the regular assigned working time.

### **Section 9.7.2**

An employee called back to work shall receive a minimum of two and one-half (2 ½) hours compensation at the applicable rate of pay. The two and one-half (2 ½) hours minimum call back shall include such reasons as checking the buildings during cold weather, vandalism, accidents, providing consultation, or other reasons deemed necessary by the employee's supervisor.

## **Section 9.8**

An employee temporarily transferred to a position regularly filled by a higher classification employee within the bargaining unit shall receive compensation for such period equal to the higher classification.

## **Section 9.9**

An employee who is required by the College to be on-call shall be compensated for the time the employee is designated as on-call at the rate of \$2.00 per hour. The immediate supervisor or designee shall notify the employee in advance when the employee is designated as on-call. A written record of the notice shall be provided to the

employee prior to the next payroll due date. An on-call employee is expected to answer a call within thirty (30) minutes of placement of the call by the immediate supervisor, or the immediate supervisor's designee or supervisor(s). An on-call employee is expected to be available to return to either campus within two (2) hours of a call-back. Not answering a call, or not responding to that call-back, within the prescribed times shall result in forfeiture of the on-call pay for the designated on-call period.

## Article 10 Holidays

### Section 10.1

Holidays: Regular employees shall receive the following holidays:

- Independence Day (July 4th)
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day (Native American Heritage Day)
- Day Before Christmas Day
- Christmas Day
- Day Before New Year's Day
- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day

#### Section 10.1.1

Holidays set forth above shall be honored on those dates as established by the President, but in no event shall said holiday be scheduled for Saturday or Sunday.

### Section 10.2

Holiday Pay: Employees who do not work on holidays recognized within this Agreement shall be paid their regular rate of pay: Employees may schedule another day off within their assigned work week in lieu of the holiday as approved by their supervisor. Holiday leave must not exceed eight (8) hours on any given day.

### Section 10.3

Holiday Work Pay: Employees who work on a holiday recognized within this Agreement shall be paid for all those hours worked at two and on-half (2 ½) times their regular rate of pay in addition to the above holiday pay. Employees who are called to report to work on a holiday shall report to work as directed by the employer.

### Section 10.4

In Lieu of Holiday Pay: Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday.

### Section 10.5

Holiday Pay Rate: Each eligible employee shall receive holiday pay in proportion to the employee's percent of full-time employment. For example, each eligible employee regularly scheduled to work a ten (10) hour shift on a holiday shall take two (2) hours of vacation or leave without pay, or be scheduled to work two (2) additional hours during the work week in which the holiday falls.

## Article 11 Vacations

### Section 11.1

Vacations: Regular employees shall receive vacation benefits in accordance with the following:

*Vacation Accrual Rate Table*

Years of Services	Days Per Year	Accrual Rate
1 year	12 days	8.00 hours per month
2 years	13 days	8.67 hours per month
3-4 years	14 days	9.33 hours per month
5 years	15 days	10.00 hours per month
6-9 years	18 days	12.00 hours per month
10 years	19 days	12.67 hours per month
11 years	20 days	13.33 hours per month
12 years	21 days	14.00 hours per month
13 years	22 days	14.67 hours per month
14+ years	23 days	15.33 hours per month

#### Section 11.1.1

Vacation benefits for each regular employee shall accrue in proportion to the employee's percent of full-time employment. Vacation benefits for regular employees working less than fulltime (12 months) shall be computed on a pro-rated basis.

#### Section 11.2

Vacation Requests: Vacation leave is subject to the immediate supervisor's sole discretion and prior written approval. Leave requests during breaks between quarters may be approved subject to department and College needs.

#### Section 11.3

Vacation Carryover: 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 within the bargaining unit without pre-approval and the submission of a statement of necessity consistent with RCW 43.01.044. 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 11.4

Vacation Payout: Upon termination or layoff, an employee will be paid his/her accumulated unused vacation hours.

## Article 12 Leaves

### Section 12.1

Sick Leave: employees receive sick leave benefits in accordance with the following:

#### Section 12.1.1

Sick leave for each employee shall accrue in proportion to the employee's percent of full-time employment at the rate of one (1) prorated day of sick leave per payroll month of employment. The word 'day' in this Article is understood to mean a prorated day that is based on a standard eight (8) hour work day that is part of the full-time forty (40) hour work week.

**Section 12.1.2**

A maximum of twelve (12) days of sick leave shall be accrued per year of employment.

**Section 12.1.3**

The Employer reserves the right to request a doctor's certificate of illness and/ or injury.

**Section 12.1.4**

For absence in excess of five (5) consecutive days, a doctor's certificate of illness must be on file with the payroll department if payment for sick leave is to be allowed.

**Section 12.1.5**

Employees whose employment is terminated shall lose the benefit of accumulated days of sick leave, except for retirement purposes, in accordance with statutory law.

**Section 12.1.6**

Employees granted an approved leave of absence by the president or designee shall retain accrued accumulated days of sick leave, but shall not accrue sick leave days during the approved leave of absence period.

**Section 12.1.7**

An employee shall give notice of illness promptly in order to be eligible for sick leave payments. Such notification shall be given by telephone or message to the employee's immediate supervisor or other Employer designated authority and shall state that the employee is sick or injured. Such notification shall be given at least two hours before the starting time of work or as soon thereafter as possible in the case of an extreme emergency.

**Section 12.1.8**

Sick leave shall be paid only for periods of absence caused by personal illness and/or injury and illness or injury of a family member.

**Section 12.1.9**

The Employer shall inform the duly authorized representative of the Union of employees suspected of abusing sick leave. The duly authorized representatives of the Union shall cooperate with the Employer in counseling individuals in an effort to minimize these conditions, thereby maintaining the integrity of the provisions of the Agreement.

**Section 12.1.10**

Employees who have accrued sick leave while employed by another college in the State of Washington shall be given credit for such accrued sick leave upon employment by the Employer; provided there is a direct transfer of employment from the other college to the Employer. The employee must request the transfer of such sick leave.

**Section 12.1.11**

In the event an employee is absent for reasons which are compensable industrial injuries in accordance with Title 51 of Washington State Industrial Insurance Law, the Employer may elect to pay the employee an amount equal to the difference between the amount paid the employee as determined by Title 51 of Washington State Industrial Insurance Law, and the amount the employee would have otherwise normally been eligible to receive in sick leave benefits. It shall be incumbent upon the employee to notify the Employer in advance should he elect to utilize accrued sick leave benefits in the manner described under this section. Such payment(s) to the employee shall be made at such time as the difference is reasonably ascertainable. A deduction shall be made from the employee's accumulated sick leave in an amount proportionate to the amount actually paid to the employee by the Employer in excess of the Title 51 of

Washington State Industrial Insurance Law payments. The Employer's obligation ceases upon expiration of the employee's accumulated sick leave.

### **Section 12.1.12**

Attendance Incentive Program: In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave 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 sick leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four (4) days for every one (1) day's monetary compensation: *Provided*, that no employee may receive compensation under this section for any portion of sick leave accumulated at a rate in excess of one day per month.

At the time of separation from College 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 days accrued sick. 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 12.1.13**

Voluntary Employee Beneficiary Association (VEBA): RCW 28B.50.553 and WAC 131-16-067 and -069 provide a means for the Employer to take funds that would otherwise be paid to eligible retiring employees as a cash-out of compensable sick leave and instead use them to provide those employees with a medical expense benefit plan. Those funds may then be deposited in a tax-free VEBA trust account on those employees' behalf. The retired employee can obtain reimbursement from the trust account in order to pay any qualified post-retirement medical, dental, and vision expenses, including premium and out-of-pocket expenses.

The Employer will establish a VEBA account for all retiring employees. The Employer will make deposits to an appropriate VEBA account equal to the value of compensable sick leave at retirement for each eligible Union member who retires. In doing this, the Employer makes no representations about, and assumes no responsibility for, the tax consequences.

Participation in this medical expense benefit plan is governed by applicable provisions of the Internal Revenue Code, RCW 28B.50.553, and WAC 131-16-067 and -069, and these requirements, and applicable changes thereto, shall prevail over this section in the event of any conflict. Any changes in the legal requirements governing the establishment and administration of the VEBA will automatically be implemented by the Employer. If there are changes in these legal requirements that result in significantly more administrative work for the Employer, the Employer will notify the Union as to how the Employer plans to implement such changes and/or may terminate section 12.1.13 for the following year after written notice.

In order to participate in the plan, eligible retiring Union members must sign the required agreement to hold the Employer harmless in the event of an adverse tax finding. The Union and the Employer agree, and each employee shall agree, that an eligible employee who refuses to execute this required hold-harmless agreement shall forfeit all remuneration for sick leave that is compensable upon retirement under RCW 28B.50.553.

The Union agrees to hold annual elections of its membership regarding participation in the VEBA and to notify the College in writing of these election results and of Union participation in the VEBA for the upcoming year on or before December 31 of each year. If this written notification is not received from the Union, the default for the upcoming year will be participation in the VEBA. All participation in the VEBA shall be governed by this section with the dates modified as appropriate.

## Section 12.2

Bereavement Leave: In the event of a death of a family member (as described in the Definitions section) of a regular employee, an absence of up to five (5) days may be permitted for employees covered by this Agreement. Compensation shall be at the employee's own rate on the applicable salary schedule during such absence. Bereavement leave shall be non-accumulative and shall not be deductible from sick leave.

## Section 12.3

Personal Leave: Employees shall be allowed up to four (4) days (1 day equals 8 hours to a maximum of 24 hours) of personal leave pro-rated to the employee's percent of full-time employment at full salary each year. Application for personal leave shall be made at least twenty-four (24) hours before taking such leave. This leave shall not accumulate. Personal leave is subject to the immediate supervisor's sole discretion and prior written approval.

## Section 12.4

Emergency Leave: Employees shall be allowed up to three (3) regularly assigned days of emergency leave at full salary per year for emergencies. Use of emergency leave shall be charged against the employee's accumulated sick leave. Conditions for granting emergency leave are as follows:

The situation shall be of such a nature that generally pre-planning by the employee is not possible, one which is serious, essentially unavoidable and of importance, not one of mere convenience. Some examples of situations that qualify for emergency leave are:

- A. Serious illness in the immediate family;
- B. Legal or business obligations that cannot be conducted at another time and require the employee's attendance;
- C. Birth of a child;
- D. Threat to an employee's property (flooding, storm, fire, etc.);
- E. Extension of bereavement because of special circumstances; that is, travel conditions and/ or distance;
- F. Death of extended relative or close personal friend;
- G. Other emergency events which require time away from assigned duties and which are beyond the control of the employee or which cannot reasonably be anticipated or avoided and fall under the definition above.

## Section 12.5

Leave of Absence: Regular employees may be eligible to receive a leave of absence in accordance with the following:

### Section 12.5.1

Upon recommendation of the immediate supervisor and upon approval by the President or designee, an employee may be granted an extended leave of absence 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, educational pursuits, or for professional, family, or other personal reasons.

### Section 12.5.2

For a leave of absence granted for a period of sixty (60) days or less, the returning employee shall be assigned to the same position, or an equivalent position, occupied before the leave. For a leave of absence granted for a period exceeding sixty (60) days, the returning employee shall not necessarily be assigned to the identical position occupied before the leave of absence: *Provided*, that if a vacancy exists for which the employee is qualified, the employee shall be reinstated in a position equivalent in duties and salary to that held at the time the request for leave of absence was approved. Refusal to accept an available position shall terminate the employee from the College.

### Section 12.5.3

The employee shall retain accrued sick leave, vacation, and seniority rights while on approved leave of absence.

### Section 12.5.4

Vacation leave, sick leave and other benefits shall not accrue while an employee is on approved leave of absence. Seniority rights shall accrue when the employee is on approved leave of absence.

### Section 12.5.5

The employee shall receive no credit for salary advancement while on leave of absence. However, if such leave was for the purpose of service in the United States Military the salary placement shall be in accordance with the provisions of the Veteran Reemployment Act.

## Section 12.6

Civil Leave: Any regular employee who is subpoenaed as a witness in a court proceeding; *Provided*, That they were not subpoenaed by the Union to testify against the Employer, or as a witness in their own behalf or interest; or any regular employee called for jury duty shall be compensated normal pay, having deducted only that amount which the employee receives from the court while serving in that capacity. If the employee is plaintiff or defendant in a case, there shall be no compensation, and such employee may request a leave of absence for such purpose. Upon receipt of a jury summons, or the subpoena, the employee shall immediately notify the immediate supervisor and complete an application for leave. The employee shall be required to furnish a signed statement from a responsible officer of the court as proof of jury service, or of having served as a witness, of pay received prior to the computed difference being paid by the Employer. Such payment shall not exceed the employee's normal daily pay less bona fide expenses approved by the Employer.

## Section 12.7

The **Family and Medical Leave Act of 1993 (FMLA)** is a [United States labor law](#) requiring covered employers to provide employees with job-protected and unpaid leave for qualified medical and family reasons. The FMLA is administered by the [Wage and Hour Division](#) of the [United States Department of Labor](#).

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 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).

Employees must contact the Human Resources Office to determine eligibility and options including coverage provided consistent with the Washington State Family Leave Act of 2006 (WFLA).

## Section 12.8

The College and the Union recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval for leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein.

The College and members covered under this agreement will share the cost of premiums for Washington State's Paid Family and Medical Leave Program (RCW 50A.04) according to the maximum allowable premium salary deductions provided in the statute. This program and its eligibility criteria are managed by Washington's Employment Security Department (ESD).

Premium withholding will commence upon the effective date of this agreement.

## Section 12.9

Unpaid Religious Holiday Leave: As provided in state law, employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The College must allow the employee to take unpaid leave for up to two such holidays unless the employee's absence would impose an undue hardship on the employer or the employee is necessary to maintain public safety.

"Undue hardship" means an action requiring significant difficulty or expense to the employer as defined by the Office of Financial Management under Washington Administrative Code (WAC 82.56).

The employee must submit a request for unpaid religious holiday leave under this section, a minimum of two (2) weeks prior to the requested day. Approval of the unpaid holiday should not be assumed until it has been authorized by the employee's supervisor. If a request is denied, the College shall provide written proof of the hardship to the employee within three (3) work days.

## Article 13 Insurance and Retirement

### Section 13.1

The Public Employee Benefits Board establishes insurance eligibility consistent with state statute.

### Section 13.2

The Employer shall continue to make payments for an employee's medical insurance while the employee is on disability leave for an on-the-job injury for a period not to exceed three (3) months.

### Section 13.3

The Employer will allow employees to participate in an employee funded Union pension plan upon bargaining unit approval. The bargaining unit may vote to change the contribution amount annually at the time of a state authorized cost of living adjustment. Changes in the contribution amount will be made in writing one month prior to the implementation.

## Article 14 Rates of Pay and Employee Compensation

### Section 14.1

Employees shall be compensated in accordance with the provisions of this Agreement for time worked.

## **Section 14.2**

The monthly salaries for regular employees are contained in Appendix A of this Agreement. The hourly rates of pay for extra time compensation are contained in Appendix A of this Agreement.

## **Section 14.3**

For purposes of calculating partial hours, hourly time worked shall be rounded to the next one-quarter (1/4) hour.

## **Section 14.4**

Employees authorized to travel by the Employer shall complete and submit in a timely fashion the form prescribed by the Employer to request reimbursement.

## **Section 14.5**

Employees shall be paid in semi-monthly payments beginning with the semi-monthly pay period in which they commence their assignment and ending with the semi-monthly pay period in which they conclude their assignment. The semi-monthly payment, which is exclusive of any overtime, shall be one half (1/2) of the monthly salary assigned the regular employee's classification as contained in Appendix A of this Agreement.

Custodians will be placed on the salary schedule based upon the shift for which a majority of their hours are regularly scheduled.

### **Section 14.5.1**

Regular employees, whether full-time or part-time, who commence or conclude an assignment in the middle of a semi-monthly pay period shall have their semi-monthly salary prorated on a daily basis consistent with OFM regulations for employees paid on a non-hourly basis working less than a full semi-monthly pay period.

### **Section 14.5.2**

A part-time regular employee assigned extra time on a temporary basis shall be compensated hourly based upon the rates contained in Appendix A of this Agreement. A regular employee assigned over-time shall be compensated at one and one-half times the rate calculated by dividing by 174 the monthly salary as contained in Appendix A of this Agreement.

## **Section 14.6**

Upon successful completion of twenty-four (24) hours of Employer-approved in-service consistent with the employee's professional growth plan, an employee may advance one (1) step on the salary schedule contained in Appendix A.

### **Section 14.6.1**

Professional development and in-service courses identified on Appendix B are approved and eligible for step advancement consistent with this section. Attendance and pay status is subject to approval by the supervisor depending on the date, time, and need of the College.

Alternate courses to those listed in Appendix B may be approved by the immediate supervisor.

### **Section 14.6.2**

All incremental movement occurs annually on July 1. Only one increment may be earned each fiscal year. All approved staff development hours must be earned and documentation provided to the Human Resources office by May 1 of the year preceding the increment.

Increment movement requires completion of twenty-four (24) hours of approved staff development, and full-time work at least 50% of the fiscal year during the year preceding the year of increment. Employees between Steps 1 and 8 and who have not had increment movement as noted above will automatically move one step after completion of three (3) years. Employees at Step 9 for five years will automatically move to Step 10 in the following year. Employees at Step 10 for five years will automatically move to Step 11 in the following year.

### **Section 14.6.3**

The College agrees to advance employees from step to step on the salary schedule by the increments for which individual employees qualify absent legislative limitations on authorization and/or funding, and absent State Board limitations on authorization and/or funding.

### **Section 14.6.4**

In the event of limitations on authorization or funds for step advancement in any year covered by this Agreement, advancement earned by an employee but not paid due to such limitations on authorization or funds shall be carried over into a subsequent year when sufficient authorization or funding is available. Only the qualification to increment is carried over; there is no entitlement to recover increment amounts not received due to inadequate funding or prohibition by the legislature or State Board.

### **Section 14.7**

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

### **Section 14.8**

Lead Designation: The College may designate one or more lead employees in any job classification. Employees designated as lead shall receive an additional stipend as provided in Appendix A. Whether, and to which employee within the classification, such designation is assigned shall be solely at the discretion of the Employer. The Employer's election to assign, or not to assign, and to which employee to assign the lead designation and accompanying stipend shall not be subject to the grievance procedure. Prior to assigning a lead designation, the Employer shall set forth in writing the duties expected to be performed by an employee designated as a lead.

#### **Section 14.8.1**

A lead employee shall be evaluated on the lead duties separate from the duties of their classification. Inadequate performance of lead duties shall be communicated in writing to the employee. The employee shall be provided an opportunity to improve their performance of lead duties, which period shall be not less than thirty (30) days. Subsequent to the opportunity to improve performance, the immediate supervisor shall re-evaluate the employee's performance of lead duties. If the performance of lead duties remains unsatisfactory, the designation may be discontinued. The reasons for discontinuing the lead designation shall be communicated in writing to the employee.

#### **Section 14.8.2**

Once assigned, the lead designation and accompanying stipend may be discontinued in the event the employee moves to another shift or classification: *Provided*, That the Employer may elect to move the lead designation with the employee to another shift. The discontinuation of the lead designation shall be communicated in writing to the employee.

## Article 15 Performance Evaluation

### Section 15.1

The immediate supervisor shall evaluate performance of each employee annually. The evaluation will occur no later than the end of the fiscal year (June 30). Employees and supervisors are encouraged to use the evaluation process throughout the year.

### Section 15.2

The employee and supervisor shall complete the evaluation together.

### Section 15.3

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 16 Miscellaneous

### Section 16.1

Jurisdiction: In such instances where the conditions dictate a need for an employee within the bargaining unit to perform a job duty normally recognized as falling within the specific jurisdiction of another bargaining unit classification, such employee shall perform the job duty as directed to the extent the employee is capable. Utilization of this provision is intended to deal with occasional incidents where the time involved in calling a specific bargaining unit classification would not be an efficient utilization of bargaining unit personnel. Except to the limited extent set forth herein, this provision shall not be utilized to realign historically recognized jurisdictional job duties among the various craft classifications.

### Section 16.2

Wearing Apparel: The Employer shall provide adequate appropriate protective clothing as reasonable determined by the Employer.

#### Section 16.2.1

The Employer shall provide groundskeepers with two-piece rain clothing.

#### Section 16.2.2

Wearing apparel supplied by the Employer shall remain the property of the Employer and shall be properly worn by the employees during their working hours as determined by the Employer.

### Section 16.3

Mileage Reimbursement: Employees shall receive mileage reimbursement for the use of their personal vehicles for College business at the current rate established by the Office of Financial Management (OFM). Such reimbursement shall be only for authorized travel in the employee's own private vehicle. Reimbursement must be requested monthly on a form prescribed by the Employer.

### Section 16.4

Physical Examinations: In the event it should be required as a condition of employment that an employee submit to a physical examination, such examination shall be at the expense of the Employer and reimbursement for miles traveled shall be paid in accordance with OFM.

## Article 17 Labor-Management Committee

### Section 17.1

The College and union agree to establish a labor-management committee (LMC) to address contract administration and other matters of concern.

- A. The LMC will not address active grievances and the nature of matters the LMC covers shall not contradict the terms and conditions of the Agreement. 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 appropriate College and Union representative.
- B. The LMC will meet at least 3 times during the fiscal year on dates mutually agreed upon by the College and Union.
- C. The LMC shall be comprised of up to four (4) representatives from the College and Union.
- D. A LMC representative will submit a written agenda at least one week before a scheduled meeting.

## Article 18 Management Rights

### Section 18.1

Neither this Agreement nor the act of meeting and negotiating shall be construed to be a delegation to others of the policy making authority of the Board, which authority the Board specifically reserves unto itself. The management of the College and the direction of the work force is vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Employer in accordance with such policy or procedure as the Employer from time to time may determine. Management officials retain the right and obligation to determine the method, number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted, including the right to subcontract work and to designate the work to be performed by the Employer or others and the places and the manner in which it is to be performed, which right shall be subject to the grievance procedure. However, the Employer shall not terminate or reduce the employment of any current employee for the purpose of subcontracting work; and further, prior to implementation of changes not normally subcontracted, the Employer shall discuss the contemplated changes with the Union.

Management officials retain the right and obligation, according to Employer Board Policy, to do the following:

- A. Direct employees covered by this Agreement;
- B. Hire, promote, demote, assign, and retain employees of the units and to suspend, discipline, or discharge employees for proper and / or just cause;
- C. Relieve employees from duty because of lack of work or other legitimate reasons;
- D. Determine the method, number and classifications of personnel by which operations undertaken by employees in the units are to be conducted;
- E. Discuss with the Union effecting changes in personnel practices that are of concern to employees within the units.

### Section 18.2

Without in any way limiting the management rights described in the preceding section, the Union specifically recognizes that the Employer has full and broad authority to fill or not fill any vacancy in any position or classification, subject to the requirements of Section 6.1.

## Section 18.3

Management prerogatives shall not be deemed to necessarily exclude other management rights not herein specifically.

## Article 19 No Strike Agreement

### Section 19.1

There shall not be authorized any s strike, slowdown, or any other stoppage of work by the Union, regardless of whether an unfair labor practice is alleged. The Employer shall not lock out any employee cove red by this Agreement. Should a strike, s slowdown, or stoppage by the Union members occur, the Union shall immediately instruct its members to return to work. If the members of the Union do not resume as required by this Agreement immediately upon being so instructed, they s hall be subject to discipline, including discharge.

## Article 20 Discipline

### Section 20.1

Discipline will be for just cause. As such, an employee will not be disciplined for an arbitrary or capricious reason. The extent of any disciplinary action will be in keeping with the seriousness of the infraction. A process of progressive discipline will be used. Progressive discipline includes oral warning, written reprimand, suspension or termination as appropriate to the infraction. The employee will receive a copy of any written reprimand.

The College will notify an employee prior to a meeting set up for possible disciplinary action so that the employee has an opportunity to obtain Union representation. If representation is not available, the meeting will be re-scheduled to a mutually agreeable time, but not later than the following week.

When an employee is dismissed or suspended for disciplinary action, a written notice will be given to the employee with a copy to the Union.

The College will act in good faith in the dismissal or demotion of any employee. Should the Union present a grievance in connection with the dismissal or demotion within ten (10) working days of such dismissal or demotion, it shall be reviewed under the terms of the grievance procedure.

## Article 21 Grievance Procedure

### Section 21.1

Grievance Defined: A grievance is a claim by an employee or the Union that there has been a violation, misinterpretation, or misapplication of a specific article or section of this Agreement.

### Section 21.2

Grievance Steps: Grievances shall be processed as follows:

#### Section 21.2.1

**Step 1: Verbal Discussion:** The employee shall first discuss the alleged grievance with the immediate supervisor. The employee must clearly indicate that this is a Step 1 grievance discussion. This shall be done within thirty (30) days after the occurrence, or knowledge of the occurrence giving rise to the alleged grievance. The employee may have a Union representative present during this discussion. The immediate supervisor will provide a written summary of the verbal discussion to the employee and Union within five (5) working days.

**Section 21.2.2**

**Step 2: Grievance Reduced to Writing:** If no settlement has been reached at Step 1, the employee and/or the designated Union representative may advance the grievance to Step 2 by reducing the grievance to writing and presenting it to the Vice President of Administrative Services or designee. The written statement of grievance must be so presented within fourteen (14) days of the Step 1 meeting and must contain at least the following:

- A. Statement of the grievance, including all relevant facts on which it is based;
- B. Reference to the specific Article(s) and/ or Section(s) of the Agreement which is claimed to have been violated, misinterpreted, or misapplied;
- C. Remedy sought.

The parties shall have fourteen (14) days from receipt of the written statement of grievance to meet to resolve the grievance. Following that meeting, the administrator shall, within seven (7) days, indicate the disposition of the grievance and shall furnish a copy thereof to the employee and to the Union. If in the resolution process a meeting is held with the grievant in attendance, a representative of the Union shall be given an opportunity to attend.

**Section 21.2.3**

**Step 3: President Level:** If no settlement has been reached in Step 2 within the specified time limit, the employee and/or the designated Union representative may advance the grievance to Step 3 by submitting a copy of the written statement of grievance in appropriate form to the Office of the President within fourteen (14) days of receipt of the written disposition of grievance given by the Step 2 administrator. After such submission, the President or designee shall have fourteen (14) days to meet to resolve the grievance. Following that meeting, the President or designee shall, within seven (7) days, indicate the disposition of the grievance on the grievance form and shall furnish a copy thereof to the employee and to the Union. If in the resolution process a meeting is held with the grievant in attendance, a representative of the Union shall be given an opportunity to attend.

**Section 21.2.4**

**Step 4: Arbitration:** If no settlement has been reached in Step 3, the Union may submit the grievance to the Federal Mediation and Conciliation Service (FMCS) and select an arbiter for arbitration subject to the following:

- A. The arbitrator shall have no power to change, alter, add to, detract from, disregard, or modify the terms of the Agreement.
- B. The arbitrator's decision shall be final and binding on the College, Employee, and Union.
- C. The expenses of the arbitrator, the cost of any hearing room, unless such are paid by the state of Washington, shall be borne by the loser. Either party desiring a shorthand reporter shall pay for the same. Each party shall bear the expenses for preparation and presentation of their case.
- D. The College and Union shall not be permitted to assert during arbitration proceedings any new grounds or rely on any evidence not previously disclosed to the other party.

**Section 21.2.5**

Nothing herein shall prevent an employee from seeking assistance or engaging the Union or the Union from furnishing such assistance at any stage of the grievance procedure.

**Section 21.3**

Grievance claims involving retroactive compensation shall be limited to no more than forty-five (45) days prior to the written submission of the grievance to the Employer.

**Section 21.3.1**

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

**Section 21.3.2**

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

**Section 21.3.3**

Discussion in the handling of grievances, formally or informally, shall take place whenever possible on school time.

**Section 21.3.4**

The time limits provided in this Article shall be strictly observed, unless extended by written agreement of the parties. Any extension to the time limits agreed to by both parties in any written form, including email, shall be upheld. Failure of the grievant to proceed with the grievance within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Employer to take the required action within the times provided shall entitle the grievant to proceed to the next step.

**Article 22 Engineers Political Education Committee****Section 22.1**

Engineers Political Education Committee: Subject to RCW 41.04.230(6) which requires that voluntary employee contributions to any funds, committees, or subsidiary organizations maintained by labor may only be deducted by the college if 25 or more employees of a single agency (college) or a total of one hundred or more employees of several agencies have authorized such a deduction for payment to the same labor organization, and subject to an additional minimum participation of nine (9) College employees, the Employer will deduct five cents (\$0.05) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the IUOE/Engineers Political Education Committee are not conditions of membership in the International Union of Operating Engineers or of Employment with the Employer and that the IUOE/EPEC will use such monies in making political contributions in connection with Federal, State, and local elections.

**Article 23 Savings Clause****Section 23.1**

If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

**Section 23.2**

Neither party must comply to any provision of this Agreement which conflicts with federal, state, county or city statutes or regulations.

**Section 23.3**

In the event any provision of the Agreement is invalid, such provision shall be renegotiated.

## Article 24 Entire Agreement

### Section 24.1

This Agreement expressed herein constitutes the full and complete agreement between the Board and the Union for its term. This Agreement supersedes any rules, regulations, policies, resolutions, or practices of the College that shall be contrary to or inconsistent with its terms.

### Section 24.2

This Agreement in complete form will be available online. Hard copies will be made available for employees who need a hardcopy as a reasonable accommodation.

## Article 25 Term

### Section 25.1

This Agreement shall be in full force and effect from July 1, 2019 through June 30, 2022.

### Section 25.2

Not less than ninety (90) days prior to June 30, 2022, the Employer and the Union shall meet for the purpose of negotiating amendments to any and all provisions contained within this Agreement.

### Section 25.3

All provisions of this Agreement shall be applicable to the entire term of this Agreement.

### Section 25.4

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 302

Dated: July 1, 2019

By:

Dane Rawlins  
Dane Rawlins, Field Representative

LAKE WASHINGTON INSTITUTE  
OF TECHNOLOGY, DISTRICT NO. 26

Dated: Aug. 12, 2019

By:

Darrell Mitsunaga  
Darrell Mitsunaga, Chair

Laura Wildfong  
Laura Wildfong, Vice-Chair