Study Session

Center for Design Art  
GLBA Report  
LWTechUP Strategic Plan  

Board of Trustees Meeting

Land Acknowledgment  

We acknowledge that the LWTech campus is on the traditional land of the first people of Seattle, past and present, and we honor with gratitude the land itself, and the Coast Salish, Stillaguamish, Snoqualmie, Muckleshoot and Duwamish tribes. We acknowledge these tribes by showing respect and take an intentional step toward correcting the stories and practices that erase Indigenous people’s history and culture, and toward inviting and honoring the truth.

Consent Calendar:

• Approval of Agenda  
• Minutes, May 13, 2024  

General Discussion

Public Comments: Individuals may sign in for public comment, limited to 3 minutes each

Reports to the Board

Associated Student Government  
Federation of Teachers  

1Public comment is limited to matters which are not of a quasi-judicial nature. No more than six speakers may address the Board on any one subject. If there are both proponents and opponents of a matter who wish to speak, only the first three persons speaking in favor of the matter and the first three persons speaking in opposition of the matter may address the Board.
Executive Session

The Board of Trustees may convene to an Executive Session to discuss matters covered under RCW 42.30.110, which may include:

1. To evaluate the performance of a public employee(s)
2. To discuss with legal counsel representing the agency litigation matters
3. To discuss and consider real estate acquisition
4. To plan or adopt the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or review the proposals made in the negotiations or proceedings while in progress.

Action from the Executive Session may be taken in Regular Session, if necessary, as a result of items discussed in the Executive Session.

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Adjournment
The May retreat was called to order at 9:06 a.m. by Chair Suk. President Morrison provided an overview of the retreat and board meeting agenda, and consent items were accepted.

Darcy Kipnis, the Vice President for Administrative Services, gave a budget update showcasing the ways the college had strategically prepared for budget shortfalls and a balanced budget for the coming year and discussing the shift in budget priorities in the upcoming fiscal year.

Vice President of Student Services Dr. Ruby Hayden provided an overview of current enrollment, including recent trends and future projections as well as how the enrollment supports the college budget. Our largest enrollment growth is in our Basic Education for Adults programs, as well as our Running Start, BAS, and international enrollments. Discussion ensued regarding how the state board sets enrollment targets and the impact on our strategies for outreach and recruiting. Additionally, Vice President Hayden provided an update on FAFSA processing and the impact on students due to Federal and state delays in the new FAFSA rollout.

James and Kristen Whitfield of BeCulture joined the Trustees to discuss and gain input for the draft of the Unified Strategic Plan. James and Kristen began by talking through large-scale questions from the Trustees and walking through the organizational structure of the draft plan. Discussion ensued related to the name of the plan as it related to the purpose of unified planning, and the incorporation of EDI as both framing and vision. The Trustees spent time considering the aspirational nature of the vision, and the updates to the core values related to what makes LWTech unique. Trustees also discussed with James and Kristen different work areas related to the three different proposed goal areas. Trustees asked for clarification related to our unspoken assumptions around system and state leadership, and to consider an additional goal around the work that we do to create a workplace that fosters all of our core values.

An Executive Session was held during the working lunch to discuss the performance of a public employee. The Board entered executive session at 12:40 p.m. The executive session was closed and the retreat resumed at 1:30 p.m. No actions were taken in executive session.

President Amy Morrison opened the afternoon’s reports with an overview of her goals from 2023-2024, and her proposed goals for 2024-2025.
Vice President of Human Resources Meena Park presented on the Classified Bargaining Agreement that was ratified by the Classified Union. Highlights included updates on leave accrual, and assignment of COLA percentages being attached to the actual legislative allocation.

Chris McLain and Ross Whitehead then presented an update on capital projects, including the Center for Design, which is already under way and scheduled for completion in Winter 2025. The Early Learning Center is scheduled to start in Fall 2024, and will be constructed in phases to allow for ongoing use of current buildings as new portables are constructed. Given the ongoing construction with children onsite, the construction team will be constructing a new entrance to bypass the construction area to maintain a safe environment for the children and staff. President Morrison provided additional information about a budget shortfall for the ELC, although the Research and Grants team under the leadership of Executive Director Cathy Copeland continues to identify grant opportunities to complete the funding needed for those buildings. Additionally, President Morrison provided an update on the Department of Energy grant/congressional funding process to provide funding for solar panels and EV chargers for the campus.

Vice President Hayden provided an overview of the Children and Guests on Campus Policy update in preparation for the first read of the updated policy for the trustees.

Chair Suk called the Board Meeting to order at 3:07 p.m. Chair Suk opened the Board Meeting by reading the LWTech Land Acknowledgement.

The consent agenda was approved.

Roll Call
Board of Trustees:
Laura Wildfong       Bob Malte       John Suk (Chair)       Randy Scott

LWTech Faculty, Staff, Students, and Community Members:
Dr. Amy Morrison       Leslie Shattuck       Monika Jain
John Clark          Dr. Ruby Hayden       Sara Murcray-Mosca
Cathy Copeland      Dr. Mike Potter       Sally Heilstedt
Chris McLain        Elisabeth Sorensen     Vicki Chew
Bruce Riveland       Darcy Kipnis        Priyanka Pant
Meena Park          Ross Whitehead       Bob Mandy
Elsa Gossett         Heidi Davis        Kim Goddard
Robert Britten       Aigerim Alykulova     Alex Sorrels

Dr. Amy Morrison introduced the LWTech All-Washington Scholars, Monika Jain and Aigerim Alykulova. Aigerim joined the LWTech Board Meeting and thanked the board and the college for the opportunities that attending.

Chair Suk read the resolution honoring the All-Washington Scholars into the record.
A motion was made to accept Resolution 140 by Randy Scott, seconded by Laura Wildfong. The motion passed unanimously.

**AFT and Administration** did not provide updates this month.

**Trustee Updates:** Bob Malte provided an update on the ACT Spring Conference and his appreciation of getting a chance to put system updates in context. President Morrison agreed and shared that it was a nice opportunity to see President Kaminski in her element at her home college.

**Foundation Liaison Update:** The Annual Scholarship Reception was a big success, and it was an honor to host Bob Tjossem and honor him for the Tjossem Family Endowed Scholarship, which has reached gifts of $1 million. The LWTech Welding Lab will be named in his honor.

Chair Suk adjourned the meeting at 3:16 p.m.

Respectfully submitted,

Elsa Gossett
Executive Assistant to the President
Executive Cabinet Report to Board of Trustees

Board Meeting Date: 6/3/2024  
Submitted by: Robert Britten  
Department: EDI

Below is a summary of ongoing projects as they align with college goals and strategies for the 2023-24 academic year (through September 2024). Focus will vary from month to month over the course of the year. "Other Departmental Activities/Highlights" at the end of the report includes additional project information.

**Mission Fulfillment Goal 1: Address and dismantle structural racism.**

During this month Executive Director Britten and EDI Coordinator Brian Ramos continued their 16 week Anti-Racism Fellowship with Dante King and Dr. Robin DiAngelo to gain tools, resources, and strategies to address and dismantle structural racism.

Executive Director continues bi-weekly with Arlen Harris and a small workgroup to address and reframe some of the language in the Legislative Bills passed last year (SB-5227 & SB 5194) both of which have been made into RCW’s.

**Mission Fulfillment Goal 2: Continue implementation of Guided Pathways.**

The Office of EDI Office of EDI hosted a Lions @ Lunch Book Club.

The Office of EDI sponsored an workshop and presentation (Sustaining Educational Practices with an Indigenous Perspective) by Sui-lan Hookano.

**Mission Fulfillment Goal 3: Position the college as a leader in workforce training for the state’s short-term and long-term economic recovery.**

Executive Director Britten attended a series of DEI conversational workshops and listening sessions at the IDEAS Festival by Cascade PBS.

The Office of EDI continues its second all college book read “White Fragility” by Robin Diangelo. Group discussions take place bi-weekly for 8 weeks.
Other Departmental Activities/Highlights

Executive Director Britten and EDI Coordinator Ramos have been actively engaged in ongoing conversations with our Tribal Communities.

Executive Director Britten and LWTech Community congratulates EDI Coordinator Brian Ramos in being selected as the new VP DEI at Shoreline College.
Executive Cabinet Report to Board of Trustees

Board Meeting Date: 6/3/2024
Submitted by: Elisabeth Sorensen
Department: LWTech Foundation

Below is a summary of ongoing projects as they align with college goals and strategies for the 2023-24 academic year (through September 2024). Focus will vary from month to month over the course of the year. “Other Departmental Activities/Highlights” at the end of the report includes additional project information.

Mission Fulfillment Goal 1: Address and dismantle structural racism.

The Foundation is pleased to provide funding in the amount of $750 for refreshments and prizes for the Applied Research Symposium scheduled for May 23.

The Foundation is pleased to fund suicide prevention certifications for two staff ($280).

The Foundation is pleased to support the 5th Annual Eastside Honoring Juneteenth Event with a $250 sponsorship.

The Foundation was pleased to provide funding in the amount of $250 for refreshments to support the Women’s DIY Auto Repair Clinic Event on May 18.

The Foundation was pleased to provide funding for refreshments at the Spring Job and Internship Fair on May 16.

The Foundation is pleased to provide funding in the amount of $500 to assist low income students with the purchase caps/gowns for commencement.

The Foundation continues to provide $1,000 annually to LWTech’s Office of Equity, Diversity and Inclusion for programming and hospitality.

Mission Fulfillment Goal 2: Continue implementation of Guided Pathways.

THANK YOU!!!! The Foundation is grateful for your approval of resolution 141 to name Lake Washington Tech’s welding lab, The Robert P. Tjossem Welding Lab, in recognition of $1 million in giving to The Tjossem Family Endowed Scholarship.

The Foundation was thrilled to honor Bob Tjossem with a framed resolution at the Annual Scholarship Reception on Wednesday, May 8.
Mission Fulfillment Goal 3: Position the college as a leader in workforce training for the state’s short-term and long-term economic recovery.

Applications for Fall 2024 Scholarships are open! The Foundation plans to award over $275,000 in scholarship support to hardworking, highly motivated students for Fall Quarter 2024.
Executive Cabinet Report to Board of Trustees

Board Meeting Date:  6/3/2024  
Submitted by:  Meena Park, Vice President of Human Resources  
Department:  Human Resources/Payroll

Below is a summary of ongoing projects as they align with trustee goals and strategies for the 2023-24 academic year (through September 2024). Focus will vary from month to month over the course of the year. "Other Departmental Activities/Highlights" at the end of the report.

Mission Fulfillment Goal 2: Continue implementation of Guided Pathways

In May’s session, Leslie Shattuck, Executive Director of Communications and Marketing, led our LEADS cohort through a workshop focused on Personal Branding, and the importance of creating a strong personal brand as a leader. Leslie leads this session at the end of each year for our graduates. Our 2023-24 LEADS session will conclude on June 4th with team presentations and a celebratory lunch prepared by Professor Sakai and our amazing Culinary Program students.

Classified In-Service

The Annual Classified In-Service was held on May 22nd. This is an important professional development and networking event for our Classified group. This year’s theme focused on Self Reflection and Goal Setting, the Annual Performance Evaluation process, and Communication. Haley Hann, Wellness Coordinator, started off the meeting with a session on breathing techniques to relieve stress followed by Katie Stewart, Director of Human Resources, who provided training on the newly implemented automated Annual Evaluation process. Two breakout sessions were offered focusing on Document Storage Essentials, facilitated by Robin Desilet, IT Training Coordinator and Performance Evaluation Success, facilitated by Katie Stewart and Meena Park. Kendra Fuller, Consultant, wrapped up the meeting with an engaging session titled “Communicating from Strength” where participants learned how to prepare for difficult conversations and de-escalate unproductive conflict by using the DiSC model.

Living Well @LWTech

The Wellness Committee held a Self-Care Event on May 8th where staff and faculty came together to build their own self-care box to take home (or leave at work). A self-care box is a concentrated space filled only with things that will help you – whether you need to calm down, recharge, or pick yourself back up again. The idea of this box is to provide you with things you need to get back on track during those times when it’s difficult to even comprehend self-care.
Mission Fulfillment Goal 3: Position the college as a leader in workforce training for the state’s short-term and long-term economic recovery.

Other Departmental Activities/Highlights

☐ Key conferences and events

Human Resources/Payroll hosted a 1-on-1 TIAA-CREF counseling event on May 21\textsuperscript{st} - 22\textsuperscript{nd}. Participants had an opportunity to visit with a consultant for personalized analysis of accounts to ensure their investments are in line with their retirement goals.

Union Bargaining
The Faculty and Administrative teams continue to bargain in good faith as both parties continue to exchange proposals and counterproposals on suggested changes to the AFT collective bargaining agreement.

The Classified and Administrative bargaining sessions have concluded with unanimous membership ratification in May. The draft CBA is awaiting the Board of Trustees approval during the June meeting.
Executive Cabinet Report to Board of Trustees

Board Meeting Date: 6/3/2024
Submitted by: Dr. Mike Potter
Department: Instruction

Below is a summary of ongoing projects as they align with college goals and strategies for the 2023-24 academic year (through September 2024). Focus will vary from month to month over the course of the year. “Other Departmental Activities/Highlights” at the end of the report includes additional project information.

Mission Fulfillment Goal 1: Address and dismantle structural racism.

May 2-3 several LWTech faculty and staff attended the annual SBCTC sponsored Assessment, Teaching, & Learning conference in Yakima, WA. A few LWTech participants were also presenters. The conference offers the opportunity to learn and share best practices from colleagues around the state. Many sessions focus on strategies to close equity gaps in student learning and progression to and through earning a certificate or degree.

Mission Fulfillment Goal 2: Continue implementation of Guided Pathways.

May 14 was the annual I-BEST Fair. This was an opportunity for our ELL (English Language Learner) students to connect with representatives from many of our programs and learn how to transition from ELL classes into a certificate or degree granting program. One pathway is I-BEST (Integrated Basic Education and Skills Training) which combines early entry into a professional-technical program with the final steps of their ELL coursework. LWTech is a nationally recognized leader in I-BEST pathway education.

Mission Fulfillment Goal 3: Position the college as a leader in workforce training for the state’s short-term and long-term economic recovery.

May 7 was the Annual Advisory Committee Recognition Reception. The well attended event recognized the contributions of the industry-based volunteers who serve on professional-technical program advisory committees. Without these volunteers our programs would not have as close a connection to the industries for which we provide future employees. These volunteers help keep our programs current and vital and serve as important partners to our faculty.
Other Departmental Activities/Highlights

May 2 High School Programs Annual School Counselor Breakfast @ LWTech
May 18 Women's Auto DIY Day
May 23 LWTech Applied Research Symposium
Executive Cabinet Report to Board of Trustees

Board Meeting Date: 6/3/2024  
Submitted by: Leslie Shattuck  
Department: Marketing and Communications

Below is a summary of ongoing projects as they align with college goals and strategies for the 2023-24 academic year (through September 2024). Focus will vary from month to month over the course of the year. “Other Departmental Activities/Highlights” at the end of the report includes additional project information.

Mission Fulfillment Goal 1: Address and dismantle structural racism.

The team continued its work to promote equity, diversity and inclusion at the college, and the work to dismantle systemic racism at the college. Members of the team are on the Bias Response Team, the Equity, Diversity and Inclusion Council, and the Digital Accessibility Committee. Leslie Shattuck also is a member of the City of Everett Diversity Board and attends monthly meetings. The team participated in internal EDI training opportunities.

Mission Fulfillment Goal 2: Continue implementation of Guided Pathways.

The team supports MFG 2 through the sharing stories and connecting students and potential students to their programs through our robust marketing initiatives, advertising, social media and public relations. We also show students in their careers and successful transfer examples from LWTech to universities like MIT.

Mission Fulfillment Goal 3: Position the college as a leader in workforce training for the state’s short-term and long-term economic recovery.

The team supports MFG 3 through our storytelling, advertising, and social media outreach.

Other Departmental Activities/Highlights

Public Relations
The team continued their work to engage local, regional and national reporters/writers to elevate awareness of the college.

Amazon Boosts Kuiper Production and Workforce Training
  - Amazon’s satellite internet network Project Kuiper plans new Everett facility
The story has been picked up widely and has run in more than 20 publications and blogs (and counting) at the time of this Report.

**Social Media**
The team conducted social media outreach which included posts on Instagram, Facebook, and LinkedIn. Social media engagement continues to perform well. Social media outreach over the past months promoted, Program Info Sessions, Foundation Scholarships, Foundation Receptions, Spring Quarter Open Enrollment, Open House, Spring Plant Sale, Office of Student Life Programs, Career Services Programs, Outreach, and Recruitment events, EDI Initiatives, and the following programs: Automotive Repair, Mechanical Design, School of Manufacturing and Engineering, Computer Science BS, Education Paraeducator, Funeral Service Education, Dental Assisting, School of Health Sciences, Horticulture, PCB Technician, Computer Science BS, Culinary and Baking Arts, and Human Resource Management BAS.

**Advertising Campaign**
The team launched the Summer/Early Fall ad campaigns.

**Website**
The team continued their extensive work on the website accessibility remediation and new website design project, in partnership with the Department of Education’s Office of Civil Rights. Both projects will run through this academic year.

**Programs and Department Support**
The team worked on urgent, enrollment-driven marketing projects for various departments throughout the college.

**Digisign Monitors**
The team created Digisign posters that ran on the screens around campus.

**Student and Staff Stories**
The team continued to identify and interview students, faculty, and alumni for a variety of outreach purposes, including PR outreach, printed and online materials.

**Foundation Support**
The team work supported the Foundation through website and photography support.

**Student Services Support**
The team worked on several projects to support various departments within Student Services.

**Instruction Support**
The team worked on several projects to support the Office of Instruction.

**President’s Office Support**
The team provided communications support to the President’s office.
Executive Cabinet Report to Board of Trustees

Board Meeting Date: 6/3/2024
Submitted by: Cathy Copeland
Department: Institutional Research & Grant Development

Below is a summary of ongoing projects as they align with college goals and strategies for the 2023-24 academic year (through September 2024). Focus will vary from month to month over the course of the year. “Other Departmental Activities/Highlights” at the end of the report includes additional project information.

**Mission Fulfillment Goal 1: Address and dismantle structural racism.**

The team supports mission fulfillment work to *Address and dismantle structural racism* and top-level data around Goal 1 is at [www.lwtech.edu/data](http://www.lwtech.edu/data). Projects in progress for 2024 include: updating mission fulfillment data points, continued rebuilding of Tableau Community dashboards (including recent completion of a Program Review dashboard), and the recent deployment of the Hanover DEI Survey. Additionally, the team continues to support mission fulfillment and works collaboratively with the Accreditation Liaison Officer (ALO) and serves on the Equity, Diversity and Inclusion Council (EDIC). The team is also supporting the merging of the current Mission Fulfillment Plan and EDI Strategic Plan into a singular document.

The team ran the 2024 Employee Satisfaction Survey, which ended on Sunday, March 17. Results of past surveys can be found under [Campus Surveys](http://www.lwtech.edu) on the Dashboard SharePoint site. Results will be shared with the campus at the year-end staff meeting.

**Mission Fulfillment Goal 2: Continue implementation of Guided Pathways.**

The team supports mission fulfillment work to *Continue implementation of Guided Pathways*. In particular, Tableau Community Dashboards (hosted at [https://lwtech.sharepoint.com/sites/Dashboards](https://lwtech.sharepoint.com/sites/Dashboards)) supports Guided Pathways.

Grant highlights to support this goal include:

*Title III – Strengthening Institutions*

The team received a Title III grant from the Department of Education for $2,186,142 and the grant began on October 1, 2023. The project, “*Data-Driven and Equity-Centered Transformation for Student Success in Technical Education,*” will infuse and expand equity-centered use of data in technical education and build systems that lead to equitable enrollment, retention, and completion outcomes for students. Funding from the grant will help the college improve data literacy; revamp Student Support services with mandatory new student orientation, mandatory advising (including faculty advising), and student support teams; and, support expansion of instructional initiatives related to hybrid learning, DSJ classes, and the 4
connections. The grant will fund new positions in Student Services (a program assistant in enrollment services, a financial aid specialist, and a student success navigator), Instruction (a guided pathways manager and faculty stipends), and Institutional Research (data analyst). The team is leading data-focused efforts under Title III to support Guided Pathways implementation in Washington. The team supported the interim grant report and is hiring a Data Analyst using Title III funds in spring quarter.

**Mission Fulfillment Goal 3: Position the college as a leader in workforce training for the state’s short-term and long-term economic recovery.**

The team supports mission fulfillment work to *Position the college as a leader in workforce training for the state’s short-term and long-term economic recovery.* Dashboard work related to this goal includes new budget dashboards and updated student dashboards.

Grant or other funding to support this work includes:

*Early Learning Center*
In collaboration with Congresswoman DelBene, LWTech received $1,000,000 in Community Project Funding to support the improvements to the childcare center. The team also supported a successful application for $1,000,000 to the Washington State Department of Commerce’s Early Learning Facilities (ELF) grant program. Most recently, the team supported an additional $1,000,000 in earmark funding from additional funding for the ELC under the King County Early Learning PSTAA Grant. The team also supported an application from Best Start for Kids for an additional $1.2M and is waiting for funding notification. Additionally, the team supports, as needed, the Early Childhood Education (ECE) grant under Early Achiever’s funding to ensure students complete their educational pathway; this year, the department received $375,000.

*Solar Array Panels & Electric Vehicle Chargers*
In 2022, LWTech received notification from Senator Patty Murray’s office that the college will receive $1.1M in congressionally-directed spending to support solar panels and electric vehicle charging stations on campus. The team is supporting the construction leads on campus and assisting with navigating the federal funding process.

*Institutional Resilience and Expanded Postsecondary Opportunity Grants Program (IREPO)*
LWTech – in a collaboration with the four other technical colleges in WA – received $2.7M in August 2021 to support financial aid and remote education in technical education programs. Positions supported by this program include the following: an Instructional Designer; an eLearning Coordinator; and, support in Marketing and IT. Partner colleges include: Bates, Bellingham, Clover Park, and Renton. LWTech recently received a no-cost extension to support a third and final year of funding under IREPO.

*2023-25 Career Launch Capital Equipment Funding*
LWTech received $167,060.00 in funding to support equipment needs in Diesel and Heavy Equipment Technology program, including a Diesel/Hydraulic Backhoe and a Diesel/Hydraulic Excavator.

*Perkins Comprehensive Local Needs Assessment (CLNA)*
The team supported the recently submitted CLNA, including review of data and opportunity gaps as well as the submitted plan.
TRIO Grant Work
The team will support submission of upcoming proposals to continue the long-standing TRIO Student Support Services and Student Support Services for Disabilities on campus. The proposals are due in mid-July.

Other Departmental Activities/Highlights

Ms. Cathy Copeland is the president-elect of the Research and Planning Commission (RPC), serves on the WACTC Technology Committee, and will be a team mentor for LEADS this year. Mr. Dexter Smith is a member of the state-wide TouchNet workgroup. The team attended the recent RPC meeting and Mr. Smith attended the Perkins CLNA conference and SBCTC Data Summit. In addition, Mr. Smith serves on LWTech’s SEM (Strategic Enrollment Management) group. Ms. Brenda Forsse attended the annual virtual Tableau Conference and the Research and Planning Commission (RPC) meeting.
Executive Cabinet Report to Board of Trustees

Board Meeting Date: 6/3/2024
Submitted by: Ruby Hayden, Vice President of Student Services
Department: Student Services

Below is a summary of ongoing projects as they align with college goals and strategies for the 2023-24 academic year (through September 2024). Focus will vary from month to month over the course of the year. “Other Departmental Activities/Highlights” at the end of the report includes additional project information.

Mission Fulfillment Goal 1: Address and dismantle structural racism.

- On May 6, Vice President Hayden was grateful to participate in a workshop hosted by the office of EDI “Sustaining Educational Practices with an Indigenous Perspective with Sui Lan”
- At the student services leadership meetings, we continue to have regular EDI focused professional development. This month was a session by Senior Associate Director Abigail Enright about the experience of migrant people and how that intersects with how we can better serve our students who are migrants or children of migrants.

Mission Fulfillment Goal 2: Continue implementation of Guided Pathways.

In collaboration with the office of Institutional Research and Grants, Vice President Hayden and her team are in progress with writing our TRIO renewal grant. The deadline for this grant was unexpectedly moved from late summer to mid-July. As such, this will be a focus until grant submission.

If successful, this will be the college’s fourth TRIO renewal. TRIO at LWTech began in 2005 with the only Support Services for Students with Disabilities grant in the State of Washington. The SSSD TRIO grant serves 160 students with disabilities with academic and other support services. In 2010, LWTech was awarded an additional TRIO, Student Support Services grant for 140 first-generation and/or low-income students in addition to the TRIO grant for students with disabilities.

TRIO is a federal program funded by the U.S. Department of Education. The federal TRIO programs began in 1964.
Mission Fulfillment Goal 3: Position the college as a leader in workforce training for the state’s short-term and long-term economic recovery.

Thanks to the leadership of Amber Hisatake, Assistant Director of Workforce Development, on Wednesday 5/15, LWTech’s 2024 Spring Job & Internship Fair had 350+ attendees and 35+ employers that participated in the event who had a wide array of current job openings and internships from a variety of industries matching our programs including Business, Engineering & Manufacturing, Healthcare, Transportation and more! Throughout the event we consistently heard super positive feedback from students, alumni, and community members/job seekers who were very pleased with the job fair.

Thank you to the following departments for supporting the event:

- **Facilities** - For setting up and breaking down the event
- **Campus Public Safety & Security** – For ensuring things went smoothly and safely on campus during the event
- **Student Life and RISE Center** - For promoting the event to our LWTech students
- **Faculty** - For encouraging their students to attend
- **Marketing** - For their promotion of the event
- **Outreach & Recruitment** – For help with table staffing and event promotion
- **Workforce Development and Career Services Staff** – For event planning assistance and staffing the event
- **Student Services** – For sharing the event with their students
- **LWTech Foundation** - For funding support for event food for our employers
- **And a VERY SPECIAL THANK YOU to the LWTech Foundation** for funding support for event food for our employers

Other Departmental Activities/Highlights

- Recently, the Baking and Culinary Arts programs partnered with the Outreach and Recruitment department and hosted a food science class from Kamiak High School. Nearly 40 students participated in several fun baking demos before heading to Chef City Grill for a buffet-style lunch. Folks from Kamiak offered nothing but praise, with many students expressing their interest in attending LWTech after graduation!
- The Auto Repair Technician program and Outreach & Recruitment partnered to present the Women’s Auto DIY Day on Saturday, May 18th for the first time since the pandemic. The event hosted 11 women learning about basic car care and maintenance. Two women currently in the program and three alumni led small, personalized workshops that emphasized safety, understanding, and confidence around all things cars, from checking oil to changing tires.
Lake Washington Institute of Technology
Adoption of Federation of Classified Employees Local No. 4787
Collective Bargaining Agreement

Situation

The Lake Washington Institute of Technology Federation of Classified Employees Local No. 4787 represents the office clerical and instructional support staff on campus. The current bargained agreement (CBA) expires on June 30, 2024.

The College and the Union actively engaged in collective bargaining from January through April 2024 using an interest-based bargaining practice that promotes in-depth discussion, shared data gathering, and creative solutions to reach consensus on issues that meet both parties’ interests. Union membership ratified the contract in May 2024. A redlined and final version is presented for a first reading.

The proposed agreement provides for:
- A 2-year contract effective July 1, 2024 to June 30, 2026.
- Personal Leave – removes the 6-month waiting period for Probationary employees
- Vacation Accrual – accelerates the vacation accrual period
- Cost of Living Allowance (COLA) – effective July 1, 2025, provides a process for LMC to meet to consider COLA distribution if COLA is not fully funded and allocated
- Temporary Duties – outlines a procedure for assigning temporary duties
- Vacancies – clarifies the salary and work schedule for Instructional Support Technicians (ISTs)
- Layoff and Recall – updates economic reasons necessitating lay-offs
- Addresses recruitment and retention of highly qualified employees by:
  - Moving identified positions in the salary schedule to a higher level (year 1 and 2)
- Revises the difference in percentage increase from step 10 to 11 to 4% and adjusts subsequent step rates as a result
- One Time Contract Provisions to include:
  - A pause on Reclassification requests for year 1 of the contract (unless initiated by management)
  - Discontinuation of the Transitional Salary Schedule
- Housekeeping items to include:
  - Updates to the ‘definition’ section (as they pertain to other areas of the contract)
  - Clarification regarding employment of Student Employees/Work Study/Volunteers
  - Clarification on the purpose of a Labor Management Committee
  - Substituting step ‘letters’ to ‘numbers’ to align with ctcLink

The total cost of implementation for this 2-year agreement is approximately $50,000. This agreement is now being presented to the Board for approval.
AGREEMENT BY AND BETWEEN
LAKE WASHINGTON INSTITUTE OF TECHNOLOGY
DISTRICT 26
AND THE
FEDERATION OF CLASSIFIED EMPLOYEES LOCAL NO. 4787

EFFECTIVE JULY 1, 2024, THROUGH JUNE 30, 2026
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Preamble

This Agreement is by and between the Board of Trustees of Lake Washington Institute of Technology District 26, hereinafter called the "College", or "District", and the Lake Washington Institute of Technology Federation of Classified Employees, Local 4787, hereinafter called the "Union." 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 Union.

Board: The Board of Trustees of 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: Often shortened to “Comp 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.

Erode: To replace or displace bargaining unit work or employees.

Evaluation: The employee performance evaluation reports.

Family Member: A child or parent (including biological, adopted, foster, step, or legal guardian, or de facto parent), a spouse, state registered domestic partner, spouse’s parent, grandparent, grandchild, or sibling.

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.

Grievance Committee: A minimum of two Union members appointed by the Union Executive Board to be present with the grievant and assist them with the process.

Hours Worked: All hours that an employee is scheduled and performing assigned work.

Human Resources: The office of the College responsible to the Vice President of Human Resources, who has been delegated authority to offer employment on behalf of the President.

Immediate Family: An individual's spouse or domestic partner, and child, stepchild, grandchild, parent, stepparent, grandparent, brother, half-brother, sister, or half-sister of the individual and the spouse or the domestic partner of any such person and a child, stepchild, grandchild, parent, stepparent, grandparent, brother, half-brother, sister, or half-sister of the individual's spouse or domestic partner.

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, excluding Summer quarter (unless otherwise specified in Article 7, Section 7.4).

**Job Classification:** For use with the seniority list that is applied during the reduction in force process. Job classification is a category of similar job titles with similar functions.

**Layoff:** The termination of employment due to economic setback, inoperable facilities, a decrease in the workload, or other conditions that reasonably require a reduction in the workforce.

**LMC:** Labor Management Committee

**Management:** Exempt employees at the College who supervise classified staff.

**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 28).

**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 and the College, with notification to the Union.

**Professional Development Plan (PDP):** A written description of annual pre-approved job, career, or professional development objectives.

**Promotion:** Movement to a position that is higher on the 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 workday within the bargaining unit.

**Standard Work Week:** Typical scheduled hours Monday through Friday.

**Student Worker:** Per WAC 357-04-040, 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. A Student Worker supplements and does not erode the work of classified bargaining unit employees.
Substitute Employee: A person eligible to work as needed or for a defined period of time in the absence of a regular employee who is expected to return to their position. Hours worked not to exceed a specified number of annual hours as defined in Article 1, Section 1.1.

Temporary Employee: A person working on a short-term basis. Hours worked not to exceed a specified number of annual hours as defined in Article 1, Section 1.1.

Transfer: Movement to a position in the same or lower salary level.

Union: Lake Washington Institute of Technology Federation of Classified Employees (LWTECHFCE), Local 4787/AFT WA/AFT/AFL-CIO.

Vacancy: A position vacated through transfer, resignation, termination, retirement, or a new position created within the bargaining unit.

Workday: 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 Site: Generally, the worksite is the physical college campus. Employees may be assigned to work fully or partially from home or another location per a telework agreement.

Work Study: A student worker who has demonstrated a financial need and is paid via federal or state work-study funds as part of their financial aid package. Work Study students are excluded from the bargaining unit. A Work Study student supplements and does not erode the work of classified bargaining unit employees.

Work Year: All regularly scheduled workdays between July 1 and June 30 including vacations and holidays.

**Article 1 Recognition**

**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 and instructional support employees (including those on approved leave of absence) of the College in classifications including but not limited to any job titles listed in Appendix A. Excluded from the unit are confidential, substitute/temporary employees working less than 360 hours, executive administrative assistants, and student workers (including work study students).

Temporary Employees are people working less than 360 hours within a twelve (12) month period of time in the same position, hired to fill a vacant position, work on a project or otherwise do bargaining unit work for a defined period of time.

Substitute Employees are employees eligible to work as needed or for a defined period of time in the absence of a regular employee who is expected to return to their position.

Temporary or Substitute employees working in excess of 360 hours in the same position shall be subject to the terms and conditions of the contract.

In the event an assignment will exceed 360 hours, an exception may be made on a case by case basis when agreed to by the Union.

The Employer will provide the Union a monthly listing of all classified union employees noting which employees are temporary and the current number of hours the employee has worked.
Section 1.2
Classification titles have changed since 1991, and the changes have been reflected in this Article. In the event the College reuses classification titles used in preceding 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 1.3
The College agrees not to use student workers (including work study students) or substitutes to displace bargaining unit employees. The Union 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.

If employees are concerned that student workers (including work study students), substitutes, or volunteers are eroding union work, delaying the hiring of a vacant position, or preventing the creation of an additional classified position, the employee can take the following steps to address their concern(s):

- Step 1: Bring their concern(s) to their immediate supervisor. Employee may have union representation at this meeting.
- Step 2: If the concern(s) is not resolved, the employee should bring their concern(s) to Union leadership. Union leadership may request a LMC meeting to try and reach a solution.
  - LMC meeting may lead to a request for information from employee(s), supervisors, and upper management (Dean, Director, etc.) as well as a review of workload in a position.

Section 1.4
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

Section 2.1
Dues Deduction: The employer shall provide a membership election/dues deduction form to eligible employees. Upon authorization to the Employer and the Union by an employee to become a member of the Union and pay membership dues, the Employer shall process payroll deduction of dues. The Employer will honor the terms and conditions of each employee's signed membership election/dues deduction form.

Section 2.2
Process: Payroll shall process the dues deductions on the next available pay date.

Section 2.3
The Union shall provide the College’s Vice President of Human Resources 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
Revocation: An employee may revoke their authorization for payroll deduction of payments to the Union by written notice on the membership election/dues deduction form to the Employer and Union in accordance with the terms and conditions of their signed membership election/dues deduction form. Every effort will be made to end the deduction effective on the next available payroll.

Section 2.5
Indemnification: The College shall be held harmless by the Union and employees for compliance with this Article.

Article 3 Management Rights

Section 3.1
Management rights and the direction of the workforce 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 Union prior to implementation.

Article 4 Employee/Union Rights

Section 4.1
Employee Rights: Employees shall have the right to join, or not to join, the Union at their discretion without fear of penalty or reprisal.

Section 4.2
Non-discrimination: Neither the College, nor the Union, 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 Union.

Section 4.3
Affirmative Action in Hiring: The Union 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.

Employees may request a copy of their personnel file or schedule an appointment to inspect their personnel file in the presence of an HR employee.

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

Union Rights: The Union 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 the status of grievances and negotiations. Requests shall be made in writing by the Union President to the Vice President of Human Resources. The Union agrees to pay reasonable costs for requested items not normally prepared in the daily operations of the College. The Union shall be notified of any costs prior to processing.

Section 4.7

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

Section 4.8

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

Section 4.9

The College shall make available reasonable space in the workroom for the purpose of posting Union notices of meetings, elections, and reports of Union committees, recreational and social affairs. Notices and announcements shall not contain any political endorsements or reflect unfavorably upon the College, any of its employees, or any labor organization among its employees.
Section 4.10
Pertinent Data: The College agrees to make available to the Union 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/Union Communication

Section 5.1
The President or designee(s) and the Union 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.

LMC meetings may be called by either party for the following reasons, including but not limited to:

- Workload due to systemic (permanent)/temporary changes
- Reclassification of classified positions out of the Union

Section 5.2
The College and Union 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 Union.
B. The LMC shall adhere to the principles of collaborative problem solving and decision making.
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 Union President and the Vice President of Human Resources. The LMC activities, discussions, and agreements shall not be subject to the grievance procedure.

Article 6 Probationary 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 and the College, with notification to the Union.

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 probationary 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 probationary 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 probationary 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 Union.

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) workdays 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 Technician (IST): The work year for IST positions will be determined as follows:

A. An IST hired before June 30, 2017, will be guaranteed the same number of scheduled workdays as assigned in the Scheduled Non-Workday letter from the 2016-2017 fiscal year. Changes may be made to the number of scheduled workdays based on any of the following criteria:
   1. Mutual agreement between the employee and the College.
   2. Enrollment increase or decrease which results in an increase or decrease in course sections/schedule.
3. Technology change resulting in an increase or decrease in days needed for the program.
4. Regulation changes which result in the need for training and/or professional development.
5. Significant increase or decrease in program revenues.
6. Program activities which require an IST to work on a non-instructional day according to the Academic Calendar.

A. An IST hired after June 30, 2017, will be guaranteed the number of instructional days (excluding summer) in the Academic Calendar, plus five (5) days for program needs and college activities, and the six (6) days designated on the Academic Calendar as Professional Development/In-Service Days.

B. The College will provide all ISTs a schedule of assigned work and non-workdays 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 Union as soon as it is known and no later than thirty (30) days prior to the start of the quarter.

C. In the event of a dispute regarding the number of scheduled workdays, the employee may request a review by the Vice President of Instruction within ten (10) business days of receiving their IST schedule. The decision will be made by the Vice President of Instruction 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 workdays shall be five (5) consecutive weekdays, Monday through Friday, followed by two (2) consecutive non-workdays (Saturday and Sunday). Alternatively, employees designated by the College whose workdays regularly include Saturday or Sunday, or Saturday and Sunday, shall have as normal workdays five (5) consecutive workdays plus two (2) consecutive non-workdays 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 workday needs, then the position would be filled with a new employee from a posting that identifies the alternate workday 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 workday schedule, then qualified Employees working a normal workday schedule (Monday through Friday) will be provided an opportunity to voluntarily change to an alternate workday 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 workday schedule will be provided three (3) weeks’ notice prior to the beginning of the alternate workday schedule.

**Section 8.2**

Employees working six (6) hours or more per day are required to take 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 need approval by the appropriate Executive Cabinet member. 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 workday.

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 (1.5) 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 (1.5) times the employee’s hourly rate.

B. Work performed on holidays will be paid at two and one-half (2.5) 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 workday shall be designated by their supervisor.

**Section 8.6**

All authorized travel time between worksites or as part of their job duties shall be considered time worked.

**Section 8.7**

Employees must report all time worked each pay period by the payroll deadline.

**Article 9 Salary**

**Section 9.1**

Newly hired employees shall be placed between step three (3) and step six (6) of the salary schedule in Appendix A. Employees hired with an associate degree will be placed at a minimum of step four (4). Employees hired with a bachelor’s or master’s degree will be placed at a minimum of step five (5). Early Childhood Specialists may be placed between steps three (3) through seven (7), depending on qualifications.

**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 (0.5) 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 (1.5) 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 9.5

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 9.6

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 9.7

An employee who is assigned in writing by the President or an Executive Cabinet member 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 9.8

An employee who is assigned in writing by the President or an Executive Cabinet member 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 9.9

Temporary Reassignment/Addition of Responsibilities: If an employee is asked to assume twenty-five percent (25%) or more of the responsibilities of another position for more than ten (10) days (retroactive to the first day), due to a vacancy, medical leave, or other extended absence, the supervisor will meet with the employee and provide a written notice to the employee which includes the following information:

- List of new responsibilities
- If applicable, eligibility for additional pay per Sections 9.7 and 9.8 of the CBA
- Eligibility for overtime
- Assistance in prioritizing work (Including work that can be deferred)
- Expected duration of the assignment to include start and end dates, in consultation with the employee.

The Union will be notified when an employee is temporarily reassigned/assigned additional responsibilities.

Section 9.10

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

Step advancement requires an employee to have been hired in a non-temporary position on or before December 31st.
Section 9.11

The College agrees to increase the rates of pay listed in Appendix A as follows:

When the legislature fully funds the Cost of Living Allowance (COLA) percentage, the College will distribute the percentage to all Classified members. The percentage increase will be reflected in Appendix A. In the event the legislature approves the COLA percentage but does not fully fund the COLA percentage, LMC will meet to consider how to distribute the amount allocated by the State Board of Technical and Community Colleges (SBCTC).

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.

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) workdays 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 Vice President of Instruction. For more information, refer to the College Policies and Procedures Manual.

Article 11 Performance Evaluation

Section 11.1

The immediate supervisor shall evaluate the performance of each employee annually before June 30 using the evaluation process and forms in Appendix B.1 and B.2. Employees and supervisors are encouraged to use the evaluation process throughout the year.
Exception: Annual evaluations are not due for probationary employees or employees who completed their probationary period within six months of the Annual Evaluation due date of June 30th.

Section 11.2
The employee and supervisor shall complete the evaluation together.

Section 11.3
A copy of the final signed evaluation shall be given to the employee and a copy 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. Workload 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. 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.

D. Limitations of this section do not apply to:
   1. Reclassifications of staff fully funded by grants, contracts, or other soft-money funding sources.
   2. Reclassification of vacant positions by the College.
   3. Employees must be in their position (active employment status) at least one year before they may initiate a reclassification request.

E. If a review by Human Resources indicates that the job responsibilities of a position is above Salary Level 90 but should remain in the Classified Union, the Labor Management Committee is authorized to create a new Salary Level, as needed. The new Salary Level will comply with Article 30, Section 30.6

F. The Article 22 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.

Examples:
Changes that could lead to reclassification include but are not limited to:

- Moving from assisting with job duties to being responsible for job duties
- Moving from monitoring to managing
- Adding new duties to your work that are listed on a higher-level job description

**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**

<table>
<thead>
<tr>
<th>Step</th>
<th>Who</th>
<th>What</th>
<th>Timeline</th>
<th>What if response time is missed?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>Supervisor and Employee</td>
<td>Fully complete the position questionnaire including:</td>
<td>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.</td>
<td>The process automatically moves to Step 2.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Recommendation for the reclassification from the supervisor.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Deny reclassification (employee may submit directly to HR if supervisor denies).</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Reassign duties (process ends).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Step 2</td>
<td>HR Review</td>
<td>Meet with employee and supervisor to review request.</td>
<td>30 days</td>
<td>The process automatically moves to Step 5</td>
</tr>
<tr>
<td>Step 3</td>
<td>HR Response</td>
<td>Notify employee and supervisor and Union-President in writing; denials must include an explanation.</td>
<td>15 days</td>
<td>The process automatically moves to Step 5.</td>
</tr>
<tr>
<td>Step 4</td>
<td>Employee or supervisor</td>
<td>Appeal in writing describing disagreement with the HR’s analysis.</td>
<td>15 days</td>
<td>Process ends.</td>
</tr>
<tr>
<td>Step 5</td>
<td>Appeal Review</td>
<td>HR accepts or denies the reclassification request based on the information provided, discussion, and consultation with the Union during the appeal. The HR decision is final.</td>
<td>15 days</td>
<td></td>
</tr>
</tbody>
</table>

**Section 12.5**

After the reclassification process is complete, HR may conduct a workload analysis in conjunction with the employee and supervisor.
Article 13 Vacation

Section 13.1 Vacation Accrual

Vacation Accrual: 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:

<table>
<thead>
<tr>
<th>Number of Years</th>
<th>Days of Vacation Accrue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>14 days of vacation (9.33 hours per month)</td>
</tr>
<tr>
<td>2 years</td>
<td>15 days of vacation (10.00 hours per month)</td>
</tr>
<tr>
<td>3 years</td>
<td>16 days of vacation (10.67 hours per month)</td>
</tr>
<tr>
<td>4 years</td>
<td>17 days of vacation (11.33 hours per month)</td>
</tr>
<tr>
<td>5 years</td>
<td>18 days of vacation (12.00 hours per month)</td>
</tr>
<tr>
<td>6 years</td>
<td>19 days of vacation (12.67 hours per month)</td>
</tr>
<tr>
<td>7 years</td>
<td>20 days of vacation (13.33 hours per month)</td>
</tr>
<tr>
<td>8 years</td>
<td>21 days of vacation (14.00 hours per month)</td>
</tr>
<tr>
<td>9 years</td>
<td>22 days of vacation (14.67 hours per month)</td>
</tr>
<tr>
<td>10+ years</td>
<td>23 days of vacation (15.33 hours per month)</td>
</tr>
</tbody>
</table>

Section 13.2

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

Section 13.3

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 13.4

Upon separation, an employee will be paid for the accumulated vacation hours (up to 240 hours).

Section 13.5

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.

Article 14 Sick Leave

Section 14.1

Sick leave for eligible employees shall accrue 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 14.2
Sick pay will be paid only for periods of absence caused by the employee’s or their family member’s illness, injury, health condition, disability, and/or preventative care such as medical, dental, or optical appointment.

Section 14.3
Absences for illness requires employees to notify the supervisor of the anticipated duration of the absence in advance of the start of the work schedule.

If it appears the leave provisions of Article 14 are being abused, the College may require the employee to submit proof of illness or injury. Example: absences due to illness of five (5) days or a pattern of absences on particular days of the week or related to particular events/holidays.

Section 14.4
Employees who resign or are terminated lose the benefit of accrued sick leave and are not eligible for VEBA per Article 17. Accrued sick leave is not paid out.

Section 14.5
In the event an employee returns to the employ of the College within three (3) years after separation, accumulated sick leave may be reinstated upon the request of the employee.

Section 14.6
Employees granted an approved leave of absence retain accrued sick leave, but do not accrue sick leave during the approved leave of absence.

Article 15 Emergency Leave

Section 15.1
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 15.2
If the employee is assigned to a worksite and that worksite closes and/or work is not possible from that location for emergency reasons before the scheduled workday has begun, the employee must work with their supervisor to select, approve, and communicate one or a combination of the following options:

1. Using emergency leave as detailed in Article 15.
2. Using Vacation or Personal leave.
3. Working from an alternate worksite during the closure.
4. Completing work that includes a combination of typical work duties and/or professional development as applicable.
5. Making up time through a temporarily revised work schedule approved by the employee’s supervisor.

If the employee is assigned to a worksite and that worksite closes and/or work is not possible from that location for emergency reasons after the scheduled workday has begun, and alternative work is not possible as described in 1-5 above, the employee shall suffer no loss in pay, nor shall any accrued leave be charged.
Article 16 Attendance Incentive Program

Attendance Incentive Program: Employees whose sick leave balance exceed four hundred eighty (480) hours as of January 1st may choose to be compensated for any accrued and unused sick time off accrued during the previous calendar year. Cash-outs are allowed once a year during the month of January and is paid out at a rate equal to one (1) day’s monetary compensation for each four (4) full days of accrued Sick leave for the previous year. A balance of at least four hundred eighty (480) hours must be maintained after cash-out.

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 Sick leave.

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.

Article 17 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 Union 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 Union members must sign the required agreement to hold the College harmless for an adverse tax finding. The Union 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 Union 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 Union, 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.

Article 18 Civil Leave

Section 18.1

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 18.2
An employee who is subpoenaed to appear in court as a witness other than on their 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.

Article 19 Bereavement Leave
Any employee suffering a death in the immediate family shall be allowed up to five (5) workdays leave from work with pay, at the regular rate. Bereavement leave shall be non-accumulative.

Article 20 Personal Leave
Employees may use up to four (4) prorated days of personal leave with pay per fiscal year. Personal leave must be pre-approved by the immediate supervisor. This leave does not accumulate.

Article 21 Leave of Absence

Section 21.1
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 21.2
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 21.3
An employee returning from a leave of absence of less than sixty (60) workdays 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 21.4
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 21.5
Sick leave, vacation leave, and other benefits shall not accrue while an employee is on an approved leave of absence.

Section 21.6
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 terms of the leave.

Article 22 Family and Medical Leave Act (FMLA)

Section 22.1
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:
   1. The birth of a child and to care for the newborn child within one year of birth.
   2. 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.
   3. To care for the employee’s spouse, child, or parent who has a serious health condition.
   4. A serious health condition that makes the employee unable to perform the essential functions of his or her job.
   5. 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, child, parent, or next of kin (military caregiver leave).

Section 22.2

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 soon 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:
   1. Date the condition began.
   2. Duration.
   3. Need for the leave.
   4. 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.

**Article 23 Washington Paid Family Leave and Leave Act (PFMLA)**

**Section 23.1**

Washington Paid Family and Medical Leave Act: A qualifying employee may take family leave in accordance with the Washington Paid Family Leave Act, RCW 50A.04. Leave generally will coincide and run concurrently with the FMLA leave.

**Section 23.2**

For union members, the College pays 0.147% and the employee pays 0.253% of the employee’s salary under Washington State’s Paid Family and Medical Leave Program (RCW 50A.04). This program and its eligibility criteria are managed by Washington’s Employment Security Department (ESD).

**Section 23.3**

Notification to the Employer: When applying to ESD, employees must also notify the Employer of the need for leave; employees should provide at least 30 days’ advance notice of foreseeable leave and for unforeseeable leave notice should be given as soon as practicable.

**Section 23.4**

Employees may not supplement the State PFML benefits with accrued or other paid leave from the Employer and will not be eligible for PFML benefits if receiving time loss benefits through the workers compensation system. When an employee is on leave and receiving PFML benefits from the State, the employee is deemed to be in unpaid status for purposes of the Employer’s policies. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to the employer’s policy and subject to any FMLA requirements requiring the continuation of coverage.

**Article 24 Union Business Leave**

Union Business Leave: The College shall grant up to eighty-eight (88) hours per fiscal year to employees for the purpose of Union business. Forty (40) hours of unused Union 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 Union 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 Union shall reimburse the College the costs of a substitute’s salary for each such release.

Article 25 Long-Term Services and Support Trust Act

The Long-Term Services and Supports Trust Act was signed into law in 2019, creating the WA Cares Fund which adopts a mandatory, public, state-run long-term care (LTC) insurance program for workers. Effective January 1, 2022 and per RCW 50B.04.080, the College will collect a long-term care premium tax rate from all employees, unless they have been granted an exemption by the Employment Security Department.

Article 26 Holidays

Section 26.1

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
- Native American Heritage 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
- Juneteenth
- Other days passed by the state legislature

Section 26.2

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 26.3

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

Section 26.4

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

Section 26.5

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 26.6

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.

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:
   1. Schedule sixteen (16) hours of work throughout the rest of the week, or
   2. 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 Native American Heritage Day) would require the employee to work with their supervisor and:
   1. Schedule twelve (12) hours of work throughout the rest of the week.

Article 27 Health Care Insurance and Retirement Benefits

Section 27.1

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 Union upon receiving said notice from the PEBB.

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 27.2

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 Union upon receiving said notice from the DRS.

Section 27.3

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

Article 28 Discipline

Section 28.1

No employee shall be disciplined without cause. Employees shall have the right to have a Union representative present at any meeting or conference with a supervisor or administrator which involves a reasonable belief that they may be subject to disciplinary action or other actions that may adversely affect their conditions of employment. When an employee requests a Union representative, it shall be the employee’s responsibility to contact a representative. Employees may not delay meeting if a representative is not available within two (2) business days.
Discipline shall be corrective rather than punitive and shall, except for serious offenses, follow a line of progression:

A. Documented verbal warning
   1. Documentation must be in writing to the employee within two (2) business days of the warning to the employee with clear expectations for improvement; refusal to acknowledge warning does not exempt the employee/supervisor from meeting stated expectations.
   2. Documentation is maintained by the supervisor and the employee and may be used in future discipline action (28.1.B-D).
   3. The employee may share this information with the Union and request representation at their discretion.

B. Written warning
   1. Documentation must list the date of the documented verbal warning or an explanation of why that step was skipped and include clear expectations for improvement; refusal to acknowledge warning does not exempt the employee/supervisor from meeting stated expectations.
   2. Documentation is maintained by the supervisor and the employee and may be used in future discipline action (28.1.C-D).
   3. The employee may share this information with the Union and request representation at their discretion.

C. Performance Improvement Plan (PIP)
   1. This requires a formal investigation as described in 28.5.A-D.
   2. The employee has the right to Union representation at any related meeting.
   3. This PIP must include a specified time frame and a mid-point review.
   4. The PIP exists in the employee file in Human Resources.

D. Discharge
   1. This requires a formal investigation as described in 28.5.A-D.
   2. The employee has the right to Union representation at any related meeting.
   3. The documentation exists in the employee file in Human Resources.

Section 28.2

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 28.3

To ensure timely and corrective action, verbal and written warnings may take place at supervisor discretion within two (2) business days of the incident with or without a formal investigation. Verbal warnings are not subject to the grievance procedure set forth in Article 34.

Section 28.4

Performance Improvement Plans and discharge may only be initiated after an investigation as described in Section 28.5.

Section 28.5

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 evaluate applicable evidence before reaching a decision.
   1. 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.
   2. The employee may have a Federation representative present during investigatory interviews or disciplinary meeting.
   3. In accordance with the College policy (to be written/created) and where the College has reasonable grounds to suspect that an employee has engaged or is engaging in a serious offense, the College may use electronic monitoring as part of a specific investigation.

Section 28.6

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 28.7

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

Section 28.8

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

Section 28.9

In no cases will Article 28 apply to probationary employees.

Section 28.10

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 29 Discharge**

**Section 29.1**

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 29.2**

The College must provide due process to the employee prior to discharge. After investigation as described in Section 28.2, 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:
   1. Notice of charges arising from the investigation.
   2. Review of evidence the employee was aware of policies and/or performance expectations.
   3. 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:
   1. Summary of the basis for termination.
   2. Summary of the investigation.
   3. Summary of the investigative interview.
   4. Review of the policies and/or performance expectations.
   5. Review of the pre-disciplinary meeting.
   6. Description of the final disciplinary action.

**Section 29.3**

In no case will Section 29 apply to probationary employees.
Article 30 Vacancies

Section 30.1
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 30.2
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 Union President. All notices of position vacancies shall remain posted for a minimum of five (5) consecutive workdays. All such posted position vacancies shall identify the work hours, salary, and duration of grant funding if applicable.

Section 30.3
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 34 of this Agreement.

Section 30.4
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.

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 34 of this Agreement.

Section 30.5
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 30.6
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.

Section 30.7
Instructional Support Technician (IST): ISTs will be provided with an explanation of their work schedule and compensation during the interview process and in the offer letter.
Article 31 Seniority

Section 31.1
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 workday 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.

Section 31.2
The Human Resources Office will maintain a seniority list. This list will be broken down by department and/or program and include general job titles. Example: Student Services/Enrollment Services/Program Assistants (I, II, III, etc.). This list will be provided to the Union upon request. The list shall be reviewed annually by the Labor Management Committee.

Article 32 Layoff and Recall

Section 32.1 Layoff Definition
Layoff shall be defined as follows: Termination of employment due to economic setback, inoperable facilities, a decrease in the workload, or other conditions that reasonably requires a reduction in force. Economic setbacks necessitating layoff include the following:

A. Program closure, limited to program staff;
B. Program enrollment decline, limited to program staff;
C. Overall College enrollment decline leading to a decrease in revenue;
D. Change in the state allocation model leading to a reduction in College funds;
E. Other events resulting in reduction in revenue;
F. Termination or reduction of funding of categorical projects (e.g. grants)

Section 32.2 Layoff Procedures
A. If the College decides that layoff is necessary, it shall determine the number of employees and job classifications to be reduced. The College agrees to explore other options with the Union (i.e. attrition, job sharing, reduced work hours, voluntary leaves without pay, voluntary layoff, etc.) prior to implementing layoffs.
B. Layoff shall be conducted by department and/or instructional program in inverse order of seniority as specified in Section 31.1. Exception:
1. 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.
2. 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.
3. The College shall be the sole determiner of classifications selected for layoff. This determination shall not be subject to the grievance procedure of this Agreement.
C. Employees selected for layoff within each department and/or program shall be included on the seniority lists based on job classification.
D. All laid off employees shall be placed on a recall list and remain there for twenty-four (24) months.
Section 32.3 Layoff Notification

A. The College shall meet with a representative of the Union 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 32.4 Temporary Layoffs

A. The college agrees to not impose mandatory furloughs for any number of days for the life of the contract.
B. This section will not be interpreted to restrict the college from assigning workdays on an annual basis to ISTs or temporary employees.

Section 32.5 Recall Procedures

A. If the College elects to fill open positions it shall do so in accordance with the Vacancies Article.
B. Laid-off employees shall state in writing the job classifications and the number of hours they are willing to accept if recalled.
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 providing their current address, email address, and telephone number with the Human Resources office and specifying their preferred method of contact.
E. The College shall first attempt to reach persons selected for recall by their preferred method of contact. If not successful, the College shall attempt to reach impacted persons by one additional method. The individual will have three (3) business days following attempted contacts to accept employment in the position. If the person selected for recall fails to notify the College of intent to accept the position within the three (3) business days or the person declines employment in the position, all recall rights are lost. Then the College shall consider the next eligible person in order of recall.
F. The employee’s seniority at the time of layoff shall be reinstated upon return to active employment within the bargaining unit.

Article 33 No Strike Agreement

The parties agree that there shall be no strike or lockout during the life of this Agreement. The Union 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 Union and Management agree to immediately discuss possible procedures needed to ensure the safety of non-striking employees.

Article 34 Grievance Procedure

The College and the Union 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. Title IX cases will follow the college’s Title IX policies and procedures.
Section 34.1 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 Union, and the College.

Section 34.2 Grievance Timelines

A. “Days” as used in this Article shall mean business 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 Union 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 34.3 Grievance 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 Union shall notify the College of the name of the Union Executive Board member. In the event a grievance is to be handled by someone other than the Union Executive Board member, the Union shall provide the College with the name of the designee.
C. A copy of the grievance shall be sent to the Vice President of Human Resources.
D. The College shall send a copy of any official grievance communication to the grievant, the Union Executive Board member, or designee, and the Union President.

Section 34.4 Request for Information

A. Upon a reasonable request of the Union, the College shall cooperate in the Union’s investigation of any grievance and shall furnish the Union 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 34.5 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 Union 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 Union shall have the right to be
represented at each step of the procedure. In the event more than one Union representative has been involved in a grievance procedure and their presence is needed at a grievance meeting for continuity, the Union shall notify the College in advance.

C. The decision to continue a grievance rests with the Union.

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

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

Section 34.6 Grievance Steps

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 Union 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.

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 Union 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 Union 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.

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.

Step 2 - Executive Cabinet Member: If the grievance has not reached resolution at Step 1, the Union may advance the grievance to Step 2 and submit a written statement of the grievance to their Executive Cabinet Member. 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 Executive Cabinet Member who oversees the supervisor in Step 1 has been directly involved with the decision causing the grievance, an alternate Executive Cabinet Member may be used at this step. The Executive Cabinet Member shall arrange for a Step 2 meeting with the grievant to take place within ten (10) days of receipt of the grievance. The Executive Cabinet Member shall provide the grievant and the Union 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.

Step 3 - President Level: If the grievance has not reached resolution at Step 2 within the specified time limits, and the Union believes the grievance to be valid, the written grievance shall be submitted to the President by the Union 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 Union will have ten (10) days to resolve it by indicating on the statement of grievance the disposition and signing it.

Step 4 - Arbitration: If a grievance is not satisfactorily resolved at Step 3, the Union 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 Union.
C. The fees and expenses of the arbitrator shall be shared equally by the College and the Union. 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 Union 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 35 Conditions of the Agreement

Section 35.1 Status of Agreement

Once a tentative agreement on a collective bargaining agreement has been reached, such Agreement shall become effective when ratified by the Union 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.

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

Section 35.2 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 Union voluntarily and without reservation 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 35.3 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 35.4 Duration

This Agreement will be effective as of July 1, 2024 and will continue in full force and effect through June 30, 2026.

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 35.5 One-time Contract Provisions

In addition to the provisions of this Agreement, the following one-time provisions will apply:

1. For Fiscal Year 2024-2025, no reclassifications will be processed (unless requested by management)
2. For the 2024-25 Fiscal year, the College will pass through the full percentage approved by legislature to all Classified members.
3. Transitional Salary Schedules will be discontinued. Employees on Transitional Salary Schedules will be placed on Appendix A, at the same salary level, next higher step.
4. Classification titles will be cleaned up so that all titles with multiple levels have levels progressing from level I:
   - In year one:
     - Program Assistant I will be added – Level 50
     - ECE Specialist I will be added – Level 50
     - ECE Specialist II will be added – Level 60
   - In year two:
     - Office Assistant will change to Administrative Assistant I (Only used for Temporary positions) – level 20
     - Administrative Assistant II will be added – level 50
5. In accordance with the College policy (to be written/created) and where the College has reasonable grounds to suspect that an employee has engaged or is engaging in a serious offense, the College may use electronic monitoring as part of a specific investigation.

Section 35.6 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.
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 35.7 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: __________________________
BY: __________________________
BY: __________________________

LAKE WASHINGTON INSTITUTE OF TECHNOLOGY, DISTRICT NO. 26

DATED: __________________________
BY: __________________________
BY: __________________________
### Appendix A Employee Salary Schedule: 2024-2025

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<th>Classification Titles</th>
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<td>Office Assistant (Only used for Temporary positions)</td>
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#### Monthly Salary and Hourly Rate Schedule Effective July 1, 2024

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*** Step 11 requires employees to complete three (3) years on step 10 starting July 1st
*** Step 12 requires employees to complete three (3) years on step 11 starting July 1st
*** Step 13 requires employees to complete Five (5) years on step 12 starting July 1st
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</table>
Appendix B.1 Performance Evaluation – Performance Elements

Performance Elements for Evaluation

These performance elements should be considered, where applicable, in assessing employee performance and determining future performance expectations and development needs. Other performance elements may be added as needed.

1. Self-Management
   - Efficient, effective use of work time, equipment, and resources
   - Follow rules and procedures
   - Work in a safe manner
   - Use and maintain equipment properly
   - Adhere to assigned work schedule
   - Regular work attendance
   - Punctual and on time to work
   - Seek and assume additional responsibilities as appropriate
   - Use and maintain equipment properly
   - Adhere to assigned work schedule
   - Regular work attendance
   - Punctual and on time to work
   - Seek and assume additional responsibilities as appropriate
   - Use and maintain equipment properly
   - Adhere to assigned work schedule
   - Regular work attendance
   - Punctual and on time to work
   - Seek and assume additional responsibilities as appropriate
   - Exhibit integrity and honesty
   - Treat others with respect and dignity
   - Give and accept constructive feedback
   - Work effectively in a diverse work environment
   - Focus on the situation, issue, or behavior rather than on the person
   - Other: __________________________

2. Work Processes & Results
   - Provide products and services that consistently meet or exceed the needs and expectations of customers
   - Use customer satisfaction as a key measure of quality
   - Use appropriate problem-solving methods to improve processes
   - Collect and evaluate relevant information to make decisions
   - Use good judgment
   - Set and adhere to priorities
   - Meet productivity standards, deadlines, and work schedules
   - Achieve results
   - Pursue efficiency and economy in the use of resources
   - Inform supervisor or appropriate others of problems; identify issues and alternative solutions
   - Other: __________________________

3. Teamwork
   - Support and focus on the vision, mission, and goals of the organization and team
   - Understand the benefits of teamwork
   - Cooperate with and offer assistance to others
   - Recognize the contributions of others.
   - View the success of the organization and team as more important than individual achievements
   - Contribute to the development, cohesion, and productivity of the team
   - Share information appropriately, internally, and externally
   - Support teamwork and cooperation through open and honest communication
   - Other: __________________________

4. Innovation and Change
   - Creative and innovative when contributing to organizational and individual objectives
   - Receptive to new ideas and adaptable to new situations
   - Willing to explore different options; avoid defensiveness
   - Take calculated risks
   - Seek and act on opportunities to improve, streamline, re-invent work processes
5. Development
- Help others to overcome resistance to change
- Other: __________________________

- Participate in opportunities to enhance knowledge and skills identified and offered by the organization or the evaluator
- Show self-initiative in developing or upgrading knowledge and skills
- Apply new knowledge or skills acquired from developmental opportunities
- Help others learn new systems, processes, or programs
- Learn to use technology effectively as appropriate for the job
- Other: __________________________

6. Communication
- Participate in meetings in an active, cooperative, and courteous manner
- Orally communicate effectively on a one-on-one basis, in small groups, and in presentations
- Write clearly and concisely
- Avoid confusing and convoluted language where possible in written and oral communications; use plain language
- Use active listening skills; demonstrate attentive posture, eye contact, and gestures; reflect, repeat, and rephrase information for clarity
- Demonstrate understanding and empathy with the listener or reader
- Timely responses to e-mails, phone messages, and mail
- Other: __________________________

7. Customer Service
- Understand and be responsive to customers’ objectives and needs
- Sensitive to public attitudes and concerns
- Accessible, timely, and responsive in dealing with customers
- Handle customer inquiries and complaints promptly, courteously, and non-bureaucratically
- When possible, go the extra mile to satisfy customer needs and expectations
- Other: __________________________

8. Leadership Performance
- Clearly communicate organization’s mission and goals to staff
- Provide regular ongoing feedback to staff
- Facilitate, coach, and support staff’s efforts to succeed
- Provide meaningful recognition of staff success
- Support diversity in the workplace.
- Set clear direction and follow through
- Make effective employee selection and promotion recommendations
- Other: __________________________
Appendix B.2 Performance Evaluation

Classified Staff Performance Evaluation

________________________________
________________________________
________________________________

Employee Name: ____________________________ Department: ____________________________
Position: ____________________________ Supervisor: ____________________________
Appraisal: □ Probation mid-point □ Probation end □ Annual □ Other

Purpose:
● Strengthen communication
● Make sure goals and performance expectations are understood
● Recognize achievements
● Create plans for improvement or change where appropriate
● Create Professional Development Plan to enhance strengths
● Review job description

Steps to complete performance Evaluation: Employee and direct supervisor will:

A. Step 1: Independently fill out all sections of the Performance Evaluation form in preparation for meeting together:
   (1) things done well,
   (2) change needed, and
   (3) the professional development plan.
B. Step 2: Meet to discuss and compare the Performance Evaluation and the supervisor will fill out the final
   Performance Evaluation form based on this meeting.
C. Step 3: Review present job description. If more than 25% has changed, refer to the reclassification process.
D. Step 4: Sign the Performance Evaluation form and the supervisor will submit it to Human Resources.

The Supervisor is responsible for making sure the Performance Evaluation is completed.

1. Things Done Well and Work Accomplishments. Describe specific examples of the employee’s best work, including:
   ● Achievements
   ● Successes
   ● Positive contribution to your unit and/or college
   ● Completed elements from last PDP
When applicable, list specific facts, use measurable outcomes, and make connections to the college mission, core themes, and/or strategic plan. Performance elements: self-management, work processes & results, teamwork, innovation and change, development, communication, customer service, leadership performance. See Appendix B.1 for complete descriptions.

2. Performance Elements Where Change is Needed (Leave blank if not applicable)
   ● Describe the present situation for any performance element that needs improvement or change
     ● What is happening now (give facts: who, where, when)?
     ● Why is this a concern?
     ● How does it affect others?
   ● Use specific examples to describe what the employee can do to improve, change, or learn
   ● Describe actions the employee will take
   ● Describe supportive actions the supervisor will take
3. Professional Development Plan (PDP)

A Professional Development Plan is created by the employee and supervisor to identify desired skills, competencies, and resources to support the staff member’s performance objectives and college or departmental needs. This is intended to be a one-year timeframe.

**Activities/Actions:** List the specific activities to help achieve your objectives. Include any resources needed.

**Performance Objective:** Describe the specific skill or competency that you intend to improve or develop.

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**Employee Comments**

- The employee may write as much or as little as desired.
- The employee may attach documents if desired (please check box for attachments □)

**Employee Signature:** ________________  **Print Name:** ____________________  **Date:** ________________

**Employer Signature:** ____________________  **Print Name:** ____________________  **Date:** ________________
While contributions or gifts to LWITFCE Local 4787/AFT WA/AFT/AFL-CIO are not tax deductible as charitable contributions for federal income tax purposes, dues may be tax deductible under other provisions of the Internal Revenue Code. Check with your tax advisor for additional information.
Situation

The Board of Trustees adopted a policy regarding Children on Campus in 2016. In order to provide some additional clarity and consistency, we would like to propose an addition to Policy 5.P.142 with the addition of guidelines on Guests on Campus, as well as a few small grammatical updates.

Recommendation: That the Board of Trustees approve Chapter 5.P.142 Children and Guests on Campus Policy.
5.P.142 Children and Guests on Campus

Policy

The college is committed to maintaining both a safe and family friendly atmosphere. Children may not be on campus unattended. The college maintains procedures related to the presence of children or guests in specific campus spaces such as classrooms and labs.

Procedures, Forms, and Documents

5.A.142.01 Children on Campus

In general, children are not permitted in classrooms. Children may be permitted in classrooms in unusual circumstances, with express instructor permission, when constant supervision of the child by the parent, guardian, or other responsible adult is possible, and there is no disruption to other students or the instructor. If disruption occurs, the instructor has the right to ask the student and child to leave the classroom.

Children are never permitted in labs, shops, or any other area where hazards exist.

Individuals who bring children to campus are responsible for their supervision at all times and may not leave a child unattended. Parents, guardians, or other responsible parties will be contacted regarding children left unattended on campus and informed that children must be properly supervised. Individuals who fail to properly supervise children on campus will be referred to campus public safety personnel and are subject to disciplinary sanctions, as appropriate.

If the parent, guardian, or other responsible party cannot be located, college staff will contact emergency services to protect the child.

For purposes of this procedure “child” is defined as any individual under the age of 14.

5.A.142.02 Guests on Campus

As a public facility, the non-classroom spaces on the college campus are available to all community members during open hours. This includes but is not limited to the library, cafeteria, study areas, and grounds. In general, only registered students are permitted in classrooms. Guests may be permitted in classrooms in unusual circumstances, with express and advance instructor permission if there is no disruption to other students or the instructor. If disruption occurs, the instructor has the right to ask the guest to leave the classroom.

Generally, guests may only be present for a single class session and must be sponsored by an enrolled student, a faculty member, or the outreach department. If guests are present in labs, shops, or any other area where hazards exist, they must
agree to follow all safety protocols used within that area and may be asked to sign a liability waiver in advance of the visit.
Item 1166

Board Schedule 2024-2025

September 30\textsuperscript{th} 1 pm – 5 pm Retreat/Meeting
October 21\textsuperscript{st} 4 – 6 pm
November 18\textsuperscript{th} 4 – 6 pm
December 16\textsuperscript{th} 4 pm – 6 pm
January 13\textsuperscript{th} 12 pm – 2 pm
February 10\textsuperscript{th} 4 pm – 6 pm
March 3\textsuperscript{rd} 4 pm – 6 pm
March 10\textsuperscript{th} 12 pm – 4 pm
April 14\textsuperscript{th} 4 pm – 6 pm
May 12\textsuperscript{th} 9 am – 4 pm Retreat/Meeting
June 9\textsuperscript{th} 12 pm – 2 pm