



WALLA WALLA COMMUNITY COLLEGE

**Contract Between The
Board Of Trustees of Community College
District No. 20
And The
American Federation of Teachers- Walla Walla
Professional Staff
2024-2027**

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PREAMBLE

This Agreement is by and between the Board of Trustees of Walla Walla Community College District 20 and American Federation of Teachers Walla Walla Professional Staff, AFT/AFT WA/AFL-CIO. The term "WWCC" or "Employer" or "the College" used herein after shall mean the Walla Walla Community College District 20 or its lawfully delegated representative. The term "AFT-WWPS" shall mean American Federation of Teachers - Walla Walla Professional Staff.

Article 1 Recognition of Bargaining Agent

1.1 Recognition

The College recognizes AFT-WWPS as the sole and exclusive bargaining agent for professional staff employees, part-time and full-time, of Walla Walla Community College District 20 (as referenced by [RCW 41.56.021](#)).

Article 2 Union Rights and Activities

2.1 Monthly Member Roster

WWCC shall provide the Union President with information for Professional Staff within the bargaining unit consistent with the requirements of [RCW 41.56.035](#).

2.2 Union Access to New Employees

Within thirty (30) days of a new Employee's start in a position represented by the Union, WWCC shall provide a designated Union Representative access to the Employee. The Union shall provide WWCC the contact information for the Union Representative. Upon notification to the Representative of the new hire, the designated Union Representative will contact the new Employee to schedule a thirty (30) minute orientation, which is optional for the Employee. The Union representative shall receive release time to conduct this orientation. The Employer and Union Representative may agree to hold this orientation during a College New Employee Orientation.

2.3 Union Dues

A. Voluntary Dues Payments

1. All Professional Staff, full-time and part-time, may become members of AFT-WWPS and pay membership dues as set by AFT-WWPS. Professional Staff have the right of automatic payroll deduction of Association membership dues and fees.
2. All dues shall be collected through payroll deduction. The authorization for payroll deduction will be delivered to the Payroll Office by a designated Union representative.

3. It is the Union's responsibility to provide an automatic payroll authorization form to Professional Staff Employees. Once a Professional Staff Employee has signed the automatic payroll authorization, dues deduction shall be effective on the pay period following the pay period in which the form is received by the Payroll Office, unless the form is received three (3) working days before the end of the pay period, in which case, the deduction will be effective the following pay period. Thereafter, the deduction will be continuous from year to year unless revoked in accordance with Section 2.3(6) below.
4. The Employer shall, upon receipt of written authorization from an Employee, deduct from the Employee's salary and make appropriate remittance for the Committee on Political Education (COPE) fund contributions.
5. On or before September tenth (10th) of each year, the Union shall provide a table of prorated annual dues, assessments, and fees to the Payroll Office.
6. Revocation of membership shall be made by a Professional Staff Employee, in writing, to the Union, with a copy to the Payroll Office and shall become effective on the first pay period following the pay period in which the form is received by the Payroll Office, unless the form is received three (3) working days before the end of the pay period, in which case the deduction will be effective the following pay period.

2.4 Hold Harmless

The Union will indemnify, defend, and hold the WWCC harmless against any claims and any suits instituted against the WWCC on account of any deductions of Union dues. The Union agrees to refund to WWCC any dues paid to it in error.

2.5 Requests For Information

The Employer shall furnish the Union, upon request, information required to perform its representation functions. Requests For Information (RFI) shall be made in writing and directed to the Vice President of Human Resources. The Vice President of Human Resources or designee shall fulfill requests in a timely manner. If it is anticipated that the RFI cannot be fulfilled in a timely manner, the Vice President of Human Resources or designee and a designated Union Representative will promptly discuss and agree upon a reasonable timeline to fulfill the RFI.

2.6 Union Representatives

A. List of Representatives

The Union will provide the Employer with a written list of the names of each current Union Representative. The Union will maintain the list. The Employer will not recognize an Employee as a Union Representative if their name does not appear on the list.

B. Paid Release Time

Union Representatives will be granted a reasonable amount of time during their normal working hours to address contractual issues, including the handling of

grievances, without loss of pay.

2.7 Use of Facilities

- A. Professional Staff Employees and Union Representatives shall have the right to use the Employer's buildings and equipment for meetings related to the representation of the bargaining unit.
- B. No charge shall be made for the AFT-WWPS's use of campus facilities and equipment. Union meetings, when scheduled, shall not interrupt the regular operations of the College. General membership meetings of the Association shall be scheduled through Facility Services and follow the regulations and procedures for use of campus facilities and equipment.
- C. Professional Staff Employees shall pay for the actual costs of photocopies, long-distance telephone calls, mailing costs, supplies, and materials used, if not utilized for purposes of negotiating and administering the Collective Bargaining Agreement.

2.8 Bulletin Boards

Professional Staff Employees and their affiliates shall have the right to post notices of Union activities and on matters of represented Professional Staff Employees concern on the Employer's bulletin boards and their virtual equivalents. Professional Staff Employees may use mailboxes, telephones and electronic mail for communications related to the representation of the bargaining unit.

2.9 Union Meetings

Employees shall be released to attend Union meetings so long as such meetings do not interfere with the Employees' regular work responsibilities, and/or the College's normal operations. In the case of hourly staff, work time shall be made up during the same week of the Union meeting. Employees from across WWCC shall be allowed to participate in person or via online technologies, if available, and at no additional cost to the College.

2.10 Release Time for Negotiations

Employee(s) on the Union bargaining team shall be given reasonable time during work hours to participate in negotiations, without loss of pay or other benefits, provided this release time does not interfere with the day-to-day operations of the institution.

2.11 Distribution of Agreement

An electronic copy of the Agreement shall be posted to the WWCC web site. Newly hired Employees shall be provided with the link to this Agreement.

2.12 Notification to Employees

The Employer shall inform, in writing, new, transferred, promoted, or demoted Employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will inform Employees, in writing, when the

Employees are leaving a position included in a bargaining unit.

Article 3 Management Rights

Neither this Agreement, nor the act of meeting and negotiating will be construed as a delegation to others of the Board's policy making authority, which authority the Board specifically reserves unto itself. At its sole discretion, subject to the terms and conditions of this Agreement, WWCC retains all rights and duties of management which will include, but not be limited to: the right to hire, assign work and job responsibilities, evaluate, correct and/or discipline work performance of all its employees; to evaluate the performance of its programs and operations; and to determine when and where facilities and operational resources will be located and maintained in part or in whole, including the size and structure of its workforce and all operations in support of its mission.

Article 4 Labor Management Committee

4.1 Purpose

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, the Labor Management Committee (LMC) will be established. The purpose of the LMC is to provide communication between the parties and to share information, concerns, and potential solutions.

4.2 Committee Structure

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

A. Composition

The LMC will consist of up to four (4) Employer representatives. The Union may have a staff representative and up to four (4) Employee representatives. Employer and Union will be responsible for the selection of their own representatives. If agreed to by both parties, additional representatives may be added.

B. Participation

The Union will provide the Employer with the names of its Committee members at least seven (7) calendar days in advance of the date of the meeting in order to facilitate the release of employees.

Employees attending Committee meetings during their work time will have no loss in pay. Attendance at meetings during Employee's non-work time will not be

compensated nor considered as time worked. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the Employee's non-work time will not be compensated nor considered as time worked. The Union is responsible for paying any travel or per diem expenses of Employee representatives.

C. Meetings

The LMC will meet quarterly. Additional meetings may be called by either party. Committee meetings will be scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to the meeting date. Late agenda items may result in delaying those specific items to the next meeting, at the request of either party. Each party may keep written records.

Article 5 Grievance Procedure

5.1 Purpose

The parties support the resolution of problems at the lowest possible level and to that end encourage informal discussions to resolve problems without the Grievance Procedure. Prior to initiating a grievance, the aggrieved party is encouraged to discuss the matter with their immediate supervisor. If requested, a Union representative will be involved in the discussion. Resolutions from pre-grievance discussions, although final, shall not be precedential. However, for situations when disputes have not been resolved informally, this Grievance Procedure is available.

5.2 Definition

A grievance under this Article is a claim by the Union or an Employee that an action or inaction by the Employer has violated this Agreement.

5.3 Who May File and Contents

A Union Representative or bargaining unit member(s) may file a grievance. In order to be processed, the grievance must state for each alleged violation:

- A. The name(s) of the Employee(s) adversely affected;
- B. The date(s) of the violation(s), and the earliest date(s) on which: (1) the affected Employee(s); and, (2) any representative of the Union knew of the action or inaction which constituted the alleged violation;
- C. The facts relevant to the alleged violation(s);
- D. The specific Article(s) and section(s) of this Agreement alleged to have been violated;

- E. The specific remedy requested;
- F. The steps taken to resolve the claim informally; and,
- G. The name and signature of the Employee(s) filing the grievance.

5.4 Form and Where to File

Each item under this Article shall be in writing, and may be submitted via email. A grievance shall be filed with Employer's Human Resources Office.

5.5 Time Computations

- A. Days are calendar days. Timelines will be counted by excluding the first day and including the last day, except when the last day falls on a Saturday, Sunday, or holiday, the last day will be the next calendar day which is not a Saturday, Sunday, or holiday. Timelines will apply to the date of receipt. Documents filed after 5:00 pm on a scheduled business day, or on a Saturday, Sunday, or holiday will be considered received on the next business day.
- B. All grievance meetings shall be held during the Employee's working hours. Following the initial filing of a grievance, the timelines herein may be extended in writing by mutual agreement.

5.6 Timeline for Filing

A grievance must be filed within thirty (30) days of the earliest date(s) on which either an affected Employee or a representative of the Union knew of the action or inaction which constituted the alleged violation of the Agreement.

5.7 Failure to Meet Timelines

Failure by the Union or a member to comply with a timeline shall constitute a withdrawal of the grievance. Failure by the Employer to comply with a timeline shall entitle the Union to move the grievance to the next step of the procedure.

5.8 Actions After Filing

A. New Allegations

After its initial filing, the Union or an Employee may not allege, based on the same facts, any additional violation of any Article or section that is not specified in the initial grievance, except with the Employer's written agreement.

B. Withdrawal

The Union may withdraw a grievance at any time.

C. Resolution

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

D. Effect of Withdrawal or Resolution

If a grievance is withdrawn under Section 5.8(B), or resolved under Section 5.9, it is terminated and cannot be resubmitted based on the same factual situation.

E. Consolidation of Grievances

Any procedure prescribed by this Article may be modified or bypassed for a specific grievance by written agreement of the parties. Separate grievances which arise out of the same or similar facts may be consolidated.

5.9 Steps in Internal Processing of Grievance

A. Step One

The Vice President of Human Resources (VPHR) or the Human Resources representative designated by the VPHR will be the recipient of the Step One grievance. The VPHR or designee shall seek to confer with the Union representative or Employee who filed the grievance (or other representative designated by the Union President) within twenty-one (21) days of receipt of the grievance. Both persons shall try in good faith to resolve the matter.

B. Step Two

The College President or designee will meet in person, confer by video conferencing or telephone with a Union Representative or AFT Staff Representative and the grievant within twenty-one (21) days of receipt of the appeal, and will respond in writing to the Union within twenty-one (21) days after the meeting. If a Human Resources designee is selected it will not be the same designee who heard the grievance at Step 1. The Employer will arrange the Step 2 grievance meeting. In the event that the grievant does not attend the meeting, the Union will present the grievance on the grievant's behalf.

The Step Two Hearing Official will schedule a meeting with a person identified by the Union President (or the Union Representative at Step One) within ten (10) days of receipt of the Step Two notice. Both persons shall try in good faith to resolve the matter. If not resolved, the College President or Hearing Official shall provide a written response to the Union President within twenty-one (21) days after the Step Two notice was received, with a copy to the Vice President of Human Resources. This response will constitute the College's final internal decision.

C. Step Three Alternative Resolution Methods

1. If the grievance is not resolved at Step Two, the Union may request, in

writing, after notice to the Vice President of Human Resources, and within twenty-one (21) days of receipt of the Step Two response, appointment of a grievance mediator by the Public Employment Relations Commission (PERC), under [WAC 391-55-020](#) and/or another applicable rule. Simultaneously, the Union shall provide a copy of this request to the Vice President of Human Resources and the College President.

2. At any time during or after the grievance process, the parties may use alternative methods to attempt to resolve the dispute, and for that purpose may agree to suspend any timeline under this Article. If no resolution has been reached, either party may resume the grievance process from where it was suspended through notice to the other party.
3. Any expenses and fees of alternative resolution methods will be shared equally by the parties, except each party's own expenses.

D. Step Four Arbitration

1. Demand

If the grievance is not resolved at Step Two or Step Three, the Union may file a demand for arbitration. This demand must be filed with the Public Employment Relations Commission (PERC), or with the American Arbitration Association (AAA) if PERC is unavailable, within thirty (30) days of the Step Two decision. Simultaneously, a copy of the demand must be provided to the Employer's Human Resources Office.

2. Rules and Selection of Arbitrator

The Parties shall follow the applicable arbitration rules. They will select an arbitrator with the applicable process.

3. Authority of Arbitrator

The arbitrator shall:

- a. Have no authority to add to, subtract from, modify, or rule contrary to any provision in this Agreement;
- b. Be limited in their decision to the specific claim of violation and specific article and section of this Agreement stated in the initial grievance;
- c. Not make any award which provides an Employee with compensation greater than would have resulted in the absence of a violation; and,
- d. Not direct the Employer to modify staffing levels or cause an Employee to work overtime.

4. Arbitrability

If the issue of arbitrability is raised before the start of the arbitration hearing

and either party requests that the matter be resolved prior to the full hearing, the arbitrator shall make a good faith effort to do so.

5. Effect of Decision

The arbitrator's decision will be final and binding upon the Employer, the Union, and all affected employees.

6. Costs

The expenses and fees of the arbitrator, and the cost (if any) of the hearing room(s), will be shared equally by the parties. The costs of any postponements or cancellations will be: (1) shared equally, if mutually agreed upon; or (2) if caused by one party, borne by that party. A party who requests a court reporter shall pay that reporter's fee. A party who orders a transcript shall provide a free copy to the arbitrator. If the other party then desires a copy, it will pay for half of the court reporter fee, half of the transcript, and its own copy. Otherwise, each party is responsible for all of its own costs, including attorneys, witnesses, and travel.

7. Maintenance of Files

Documents and records relating to any grievance and/or arbitration will be maintained separately from Employee personnel files.

Article 6 Holidays/College Sustainability Days

6.1 Holidays/College Sustainability Days

A. The College is closed on the following legal holidays, established by [RCW 1.16.050](#) or as otherwise adjusted by the Board of Trustees:

1. The first day of January (New Year's Day);
2. The third Monday of January (Martin Luther King Jr.'s birthday);
3. The third Monday of February (Presidents' Day);
4. The last Monday of May (Memorial Day);
5. The third Monday in June (Juneteenth);
6. The fourth day of July (Independence Day);
7. The first Monday in September (Labor Day);
8. The eleventh day of November (Veterans Day);

9. The fourth Thursday of November (Thanksgiving Day);
10. The day immediately following Thanksgiving Day; and,
11. The twenty-fifth day of December (Christmas Day).

- B. The College may be closed on other designated days. The Employer may require Employees to take Vacation Leave, Personal Leave, Personal Holiday, or Leave Without Pay on those days, by agreement with the Union.
- C. Whenever a holiday falls on Sunday, the holiday shall be observed on the following Monday. When a holiday falls on Saturday, the holiday shall be observed on the preceding Friday. The Employer may designate an alternate day in observance of a holiday in order to provide employees with three (3) consecutive days off.
- D. If a holiday falls during summer work schedule, and the Employee works ten (10) hour days, Holiday Leave will be paid out for an entire work day.

6.2 Personal Holidays/Personal Leave Days

- A. Upon employment, full-time Employees shall be granted one (1) Personal Holiday and three (3) Personal Leave days each calendar year. The day is equal to the Employee's work shift on the day that the Personal Holiday or Personal Leave is taken.
- B. Personal Holiday and Personal Leave days must be used within the calendar year; days may not be carried over from year to year; days have no cash value upon separation from employment; and they may be donated to another Employee approved for Shared Leave.
- C. Personal Holiday and Personal Leave for Employees with less than full-time appointments will be pro-rated.
- D. Personal Leave or Personal Holidays must be requested and reported through the appropriate processes as determined by the supervisor and/or by the Employer.
- E. If a Personal Holiday falls during summer work schedule, and the Employee works ten (10) hour days, Personal Leave or Personal Holiday Leave will be paid out for an entire work day.

6.3 Holiday Pay Eligibility

An Employee will receive pay equivalent to the Employee's work shift on the holiday. When a holiday falls on an Employee's regularly scheduled day off, the Employee shall receive an alternate day off.

Article 7 Vacation Leave

7.1 Vacation Leave Accrual

- A. Employees appointed on an annualized base of two hundred fifty (250) days, working full-time, shall earn Vacation Leave at the rate of 16.67 hours per month. To be eligible for a leave accrual, Employees must be employed for a minimum of one pay period.
- B. Employees working less than full-time, shall accrue Vacation Leave on a pro-rated basis.

7.2 Vacation Leave Approval and Reporting

- A. The use of Vacation Leave requires advanced approval from the Employee's supervisor. The Employer reserves the right to require Employees to take vacation on days convenient to the WWCC.
- B. Vacation Leave must be reported through the appropriate processes as determined by the supervisor and/or by WWCC practices.

7.3 Vacation Leave Maximum Accrual

- A. Vacation Leave may accumulate, but such accumulation may not exceed two hundred forty (240) hours on January 1st of each year unless an extension has been approved. If operational necessity requires, a written request for extension may be approved at the discretion of the Vice President of Human Resources.
- B. In accordance with [RCW 43.01.040](#), Employees may accumulate maximum Vacation Leave balances not to exceed two hundred forty (240) hours.

7.4 Change in Classification

Bargaining unit members who change classifications to a Faculty or Classified position shall have their accumulated Vacation Leave cashed out.

7.5 Vacation Leave Transferability

- A. Vacation Leave earned while working for a Washington State agency or institution of higher education may be transferred to WWCC in accordance with Washington statute.
- B. Likewise, an Employee transferring from WWCC to another Washington State agency or institution of higher education may have their Vacation Leave balance transferred to their new employer, up to a maximum of two hundred forty (240) hours, per [RCW 43.01.040](#).

7.6 Separation/Retirement and Buyout

- A. Employees who separate from employment for any reason shall receive payment for accumulated Vacation Leave in accordance with Office of Financial Management (OFM) regulations.
- B. Upon retirement, Employees shall have accumulated Vacation Leave transferred to a Voluntary Employee Benefits Association (VEBA), as specified by the VEBA Medical Benefits Plan Administrative Procedure. If there is no VEBA requirement in place, remuneration for accumulated Vacation Leave shall be the same as for other separation reasons.

Article 8 Miscellaneous Leaves

8.1 Military Leave

- A. Employees shall be entitled to Military Leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty when called, or to take part in active training duty in such manner, and at such time as they may be ordered to active duty or active training duty in the: Washington National Guard, Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States or of any organized reserve or armed forces of the United States. Such Military Leave shall be in addition to any Vacation Leave and Sick Leave to which an Employee is entitled and shall not result in any reduction of benefits, performance ratings, privileges or pay.
 - 1. During Military Leave, the Employee shall receive normal base pay. Employees required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.
 - 2. In accordance with the Military Family Leave Act, [RCW 49.77](#), Leave Without Pay shall be granted to an Employee whose spouse or state-registered domestic partner as defined by RCW [26.60.020](#) and [26.60.030](#) is on leave from deployment, or before and up to deployment, during a period of military conflict. Use of Leave Without Pay, Compensatory Time, Vacation Leave, Sick Leave, Personal Leave, and all or part of a Personal Holiday is limited to a combined maximum of fifteen (15) working days per deployment. Employees must provide the Employer with five (5) business days' notice after receipt of official notice that the Employee's spouse or state-registered domestic partner as defined by RCW [26.60.020](#) and [26.60.030](#) will be on leave or of an impending call to active duty.

8.2 Civil Duty Leave

Leave of absence with pay shall be granted to an Employee to serve on Jury Duty, to serve as a Trial Witness, or to exercise other subpoenaed civil duties. An Employee will be allowed to retain any compensation paid for Jury Duty or Trial Witness Service. An Employee shall inform the Employer when notified of a jury summons or subpoenaed civil duties and shall cooperate in requesting a postponement of Jury Duty Service if warranted

by business demands.

8.3 Volunteer Firefighting Leave

Leave Without Pay shall be granted when an Employee who is a Volunteer Firefighter is called to duty to respond to a fire, natural disaster or medical emergency.

8.4 Domestic Violence Leave

A. In accordance with the Domestic Violence Leave Act, [RCW 49.76](#), Leave Without Pay, including intermittent leave, will be granted to an Employee who is a victim of domestic violence, sexual assault, or stalking. Family members of a victim of domestic violence, sexual assault or stalking shall be granted Leave Without Pay to assist the Victim in obtaining treatment or seeking help.

1. Family member for the purpose of Domestic Violence Leave includes child, spouse, parent, parent-in-law, grandparent or a person with whom the Employee has a dating relationship. The Employer may require verification from the Employee requesting leave.

8.5 Educational/Professional Development Leave and Release Time

A. Employees seeking to further their education may be eligible for an unpaid educational Leave of Absence and/or paid release time from a portion of their workday or workweek to attend class(es).

B. This includes paid time to attend conferences or seminars. See also, Article 23 Professional Development.

8.6 Family Care Emergency Leave

A. Family Care Emergency Leave is provided for the following emergency situations:

1. Minor/dependent child care emergencies such as unexpected absence of regular care provider, unexpected closure of child(ren)'s school, or unexpected need to pick up child(ren) at school earlier than normal.
2. Elder care emergencies such as unexpected absence of regular care provider or unexpected closure of an assisted living facility.

B. Other emergency family situations/circumstances may be approved. Employees may choose any of the following types of Leave to use to account for time away from work for family care emergency, contingent upon eligibility to use that leave:

1. Vacation;
2. Personal Leave/Holiday;
3. Sick Leave; and/or,
4. Leave Without Pay.

8.7 Shared Leave

- A. The purpose of the Washington Shared Leave program ([RCW 41.04.665](#)) is to permit WWCC employees to come to the aid of another WWCC Employee who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, physical or mental condition which has caused or is likely to cause the Employee to take Leave Without Pay or terminate their employment, and the Employee has depleted, or will shortly deplete, their Leave reserves.
- B. The Employee in need of Leave shall submit to the College Human Resources Office prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the Employee's required absence, and the expected date of return to work. The Employer shall determine the amount of Leave, if any, which an Employee may receive under these rules, not to exceed five hundred and twenty-two (522) days.
- C. The Employer agrees to consider other methods of accommodating the Employee's needs, such as modified duties, modified hours, flextime, remote work (per [HR Policy 5600](#)), or special assignments, in lieu of Shared Leave usage.

8.8 Leave Without Pay

- A. Reasons for Leave Without Pay (LWOP) may be allowed for reasons such as:
 - 1. Disability;
 - 2. Leave for government service in the public interest;
 - 3. Parental Leave;
 - 4. Family or household care emergencies;
 - 5. Serious health condition of an eligible Employee's child, spouse, or parent;
or,
 - 6. To mitigate the consequences of victims of domestic violence, sexual assault or stalking.

B. Requests in Writing

Requests for planned Leave Without Pay must be submitted in writing and approved by the appropriate supervisor and the Human Resources Office.

C. Duration of LWOP

Leave Without Pay extends from the time an Employee's Leave commences until the Employee is scheduled to return to continuous service, unless at the Employee's request, the appropriate administrator agrees to an earlier date. Leave Without Pay shall not exceed twelve (12) months. In exceptional circumstances, Leave Without Pay may be extended beyond twelve (12) months upon signed

approval of the appropriate Vice President and the Vice President of Human Resources.

D. Return to Work

An Employee shall return to work at the same rate of pay in the same or comparable position and in the same geographical area.

Article 9 Sick Leave

9.1 Sick Leave

- A. All full-time Employees accrue eight (8) hours of Sick Leave for each month of employment.
- B. To be eligible for Sick Leave accrual, Employees must be employed for at least half of a month.
- C. Employees working less than full-time shall accrue Sick Leave on a pro-rated basis. The use of Sick Leave shall be allowed under the following conditions:
 - 1. For personal illness, temporary disability or injury, including illness or disability resulting from pregnancy and/or childbirth;
 - 2. For personal health care appointments or for family members' appointments when the presence of the Employee is required;
 - 3. Because of illness or injury of a family member that requires the Employee's presence to provide short-term care or to make arrangements for extended care; or,
 - 4. For condolence or bereavement of family members.
- D. The College may require an Employee to provide a medical release prior to returning to work for any health condition (including treatment or recovery) lasting more than three (3) consecutive work days.
- E. Sick Leave exceeding five (5) consecutive work days shall run concurrently with Family Medical Leave as specified in the Family Medical Leave Act (FMLA) Administrative Procedure. See Article 10, Family and Medical Leave.
- F. Non-compensable Sick Leave accrued while working as Faculty is not available for use while employed as Professional Staff but shall be reinstated in the event the Employee returns to Faculty status.

9.2 Bereavement Leave

- A. Up to five (5) days of paid Bereavement Leave shall be granted for the death of

any family or household member that requires the Employee's absence from work.

1. "Family members" are defined as parent, stepparent, sibling, parent-in-law, domestic partner's parent, spouse, domestic partner, grandparent, great-grandparent, grandchild, great-grandchild, child, stepchild, and a child in the custody of, and residing in the home of an Employee.
2. "Household members" is defined as persons who reside in the same home who have reciprocal duties to, or do, provide financial support for one another. This term shall include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

B. If additional Leave is necessary, Sick Leave may be taken.

9.3 Parental Leave

A. Parental Leave

1. A qualifying Employee may take Parental Leave of up to twelve (12) consecutive calendar weeks under the Family and Medical Leave Act (FMLA), and up to an additional eighteen (18) calendar weeks under the Washington Paid Family and Medical Leave (PFML). See also, Article 10, Family and Medical Leave and Article 8.7, Shared Leave.

This Leave is available to qualified employees for:

- a. The birth of a child of the Employee;
- b. To provide care for a newborn of the Employee; or,
- c. The placement of a child with the Employee for adoption or foster care.

B. Remuneration

1. During approved Parental Leave, the Employee may use any combination of Vacation Leave, Personal Leave/Holiday, or Leave Without Pay.
2. Sick Leave may only be used in circumstances identified in Sections 9.1 and 9.2 where the Employee or spouse/domestic partner is disabled due to child birth. Use of Sick Leave may require medical certification.

C. Parental Leave runs concurrently with Family Medical Leave.

9.4 On the Job Injuries/Illness

- A. Employees sustaining on the job injuries or illnesses may be eligible for time-loss payments in accordance with [RCW 51.32.090](#).
- B. Employees receiving time-loss payments may select from the following options:
 1. Receive time-loss payments exclusively;

2. Use accrued paid Leave exclusively; or,
3. Receive a combination of time-loss compensation and accrued paid Leave.

9.5 Temporary Disability Leave

- A. Leave shall be granted for a reasonable period of time to an Employee who is precluded from performing their regular job duties due to a temporary disability (including those related to pregnancy/childbirth or work-related injury/illness). Temporary Disability Leave includes a serious health condition of the Employee as provided in the Family and Medical Leave Act (FMLA). See Article, 10 Family and Medical Leave.
- B. Employees must notify the Human Resources Office of the need for Temporary Disability Leave when they are (or plan to be) absent for medical reasons for more than five (5) days and/or will require a series of intermittent absences for treatment.
- C. The temporary disability and recovery period shall be defined and certified by the Employee's licensed health care provider. The Employee shall provide, in a timely manner, a copy of such certification to the Human Resources Office.
- D. Temporary Disability Leave, including leave due to a serious health condition per FMLA, may be a combination of Sick Leave, Vacation Leave, Personal Leave/Personal Holiday, and Leave Without Pay. The College may require Employees to exhaust all paid leave prior to using any Leave Without Pay, except the Employee may be allowed (at the College's discretion) to use eight (8) hours of accrued paid leave per month to provide for the continuation of benefits as provided by the Public Employees' Benefits Board (PEBB). The Payroll Office may designate on which day of each month the eight (8) hours of paid leave will be used.
- E. If the anticipated absence will exceed the waiting period for Long Term Disability insurance, the Employee should contact the Human Resources Office for information regarding filing a claim. The College may file a claim on the Employee's behalf.
- F. If the Employee is unavailable to complete Leave reporting processes, the supervisor is responsible for providing necessary information to the Payroll Office.

9.6 Leave Transferability

Sick Leave earned while working for a Washington State agency or institution of higher education may be transferred to WWCC in accordance with Washington statute. Upon request, the Payroll Office will request a transfer of the Sick Leave balance from the previous employer. Likewise, an Employee transferring from WWCC to another Washington State agency or institution of higher education may have their leave balances transferred to their new employer.

9.7 Separation/Retirement

- A. Accumulated Sick Leave has no cash value upon separation. Employees who return to eligible service within five (5) years of separation will have their Sick Leave balance restored or transferred to another eligible employer.
- B. Contingent upon a vote by all Professional Staff to authorize continuation of the VEBA Program, upon retirement, accumulated Sick Leave shall be transferred to a VEBA at a rate of twenty-five percent (25%) as specified by the VEBA Medical Benefits Plan Administrative Procedure. If there is no VEBA requirement in place, Employees shall receive payment for their accumulated Sick Leave at a rate of twenty-five percent (25%) as specified by OFM.

9.8 Attendance Incentive Program

In January of the year following a year in which a minimum of sixty (60) days of Sick Leave is accrued, and each following January, an eligible Employee may exercise an option to receive remuneration for unused Sick Leave accumulated in the previous year at a rate equal to one day's monetary compensation of the Employee for each four (4) full days of accrued Sick Leave in excess of sixty (60) days. Sick Leave for which compensation has been received shall be deducted from accrued Sick Leave at the rate of four (4) days for every one day's monetary compensation.

9.9 Restoration of Vacation Leave

In the event an Employee is injured or becomes ill while on Vacation Leave, the Employee may submit a written request to use Sick Leave and have the equivalent amount of Vacation Leave restored. The Employer may require written medical certification.

Article 10 Family and Medical Leave

10.1 Family Medical Leave Act (FMLA)

All requests for Family/Medical Leave shall be administered under the guidelines of the federal Family Medical Leave Act of 1993 (FMLA). Eligible Employees shall be entitled to a total of twelve (12) work weeks of absence during a twelve (12) month period for one or more of the events cited below:

- A. The birth of a child and to care for the newborn child within one year of birth;
- B. 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;
- C. To care for the Employee's spouse, child, or parent who has a serious health condition;
- D. A serious health condition that makes the Employee unable to perform the essential functions of the Employee's job;
- E. Any qualifying exigency arising out of the fact that the Employee's spouse, child,

or parent is a covered military member on "covered active duty;" or

- F. Twenty-six (26) work weeks 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).

10.2 Eligibility

An eligible Employee is one who has worked for WWCC for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period.

10.3 Other Provisions

When it is determined that an Employee's leave meets the eligibility requirements under FMLA, Employer shall notify the Employee that part or all of the requested Leave falls under FMLA requirements. An eligible Employee may take up to twelve (12) weeks of Leave during a twelve (12) month period. The Employer will measure the twelve (12) month period forward from the date the requesting Employee's first FMLA Leave begins. The Employee's next FMLA Leave year will begin the first time FMLA Leave is taken after completion of the previous twelve (12) month period.

The Employer shall require medical certification for Leave under FMLA. Employees may use any combination of paid or unpaid leave to which they are entitled toward the FMLA entitlement. Employee absences shall be granted on an intermittent or reduced schedule at the Employee's request, when medically documented. Employees granted FMLA leave are required to give timely notice of intent to return. Upon returning to work after the Employee's own FMLA-qualifying illness, the Employee is required to provide a fitness for duty certificate from a health care provider. The Employer shall maintain its portion of paid medical benefits during the FMLA period, even if the Leave is unpaid. When the Employee returns to work from FMLA, the Employee has the right to return to the same position or a position equivalent to the one the Employee held when Leave commenced.

10.4 Paid Family and Medical Leave

A qualifying Employee may take family leave in accordance with the Washington Paid Family and Medical Leave Act, [RCW 50A](#). Leave generally will coincide and run concurrently with FMLA Leave. For bargaining unit members, this program and its eligibility criteria are managed by Washington's Employment Security Department (ESD).

Article 11 Closures and Suspended Operations

11.1 Notification

- A. The President or designee will determine when health, property, or safety is jeopardized due to emergency conditions and whether to suspend the operation of all or any site of the College, with the exception of programming at the Corrections Education sites (Washington State Penitentiary [WSP] or Coyote Ridge Correctional Center [CRCC]). Staffing during the closure will be at the

discretion of the President or designee. The decision to suspend operations of the educational program at WSP or CRCC will be made by the Department of Corrections (DOC) and will be communicated to WWCC Employees by the Dean for Corrections Education or designee.

B. When the College determines that operations of all or part of the institution shall be suspended or closed, the following shall be applicable to employees:

1. Suspension occurring prior to the start of the workday will be broadcast to Employees by media serving the communities, and by WWCC through campus internal channels and the campus alert system.
2. For suspensions occurring during the workday, Employees will be notified via the College site's internal channels and the campus alert system.

11.2 Partial-Day Emergency or Designated Closure

In the event of a partial-day closure or late start, Employees may be required to return to work.

11.3 Suspended Operations

Employees relieved from their regular work assignment due to suspended operations will not be required to make up time missed as a result of closures in those instances where classes are cancelled or all operations are suspended.

11.4 Essential Employees

The Employer may designate essential Employees who may be required to work remotely or on site during a period of suspended operations. Other Employees may be notified of their need to work during suspended operations, dependent on operational needs. Any Employee designated essential and required to work during a period of suspended operation shall be paid for all hours worked during the period of suspended operations, plus an additional eight (8) hours at their regular pay rate. The additional eight (8) hours of pay shall not be counted as hours worked for purposes of calculating overtime or leave accrual.

Article 12 Non-Discrimination

There shall be no discrimination with respect to the employment of employees due to race, creed, color, marital status, sex, age (over 40), sexual orientation, including gender expression/identity, genetic information, national origin, the presence of any sensory, mental, or physical disability, the use of a trained guide dog or service animal by a person with a disability, or status as a Vietnam and/or disabled veteran, National Guard member or reservist, in accordance with Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and any other applicable federal and Washington State laws against discrimination.

Article 13 Disciplinary Procedures

13.1 Representation/Weingarten Rights

- A. Upon request, Employees have the right to have a designated Union Representative present at an investigatory interview called by the Employer, if the Employee reasonably believes discipline could result, per an Employee's Weingarten Rights.
- B. When an Employee requests a designated Union Representative, if the requested Representative is not reasonably available, the Employee will select another designated Union representative who is available. It shall be the Employee's responsibility to contact a Representative.
- C. The role of the Representative will be to assist and counsel the Employee. The Representative shall not interfere with the Employer's ability to conduct an investigation. Nothing herein shall be construed to preclude the supervisor or administrator from formally meeting, counseling, and consulting with an Employee.

13.2 Investigation

- A. The Employer and the Union agree that timely resolution of investigations related to alleged Employee misconduct is critical to maintaining a positive and productive work environment.
- B. Investigatory meetings shall be held on paid time and the Employee shall be given an opportunity to retain a designated Union Representative prior to the meeting being held. Employees are required to fully and truthfully answer all questions during an investigation.
- C. Employees shall not be prohibited from contacting their Union Representative.
- D. The Employer may place an Employee on paid Administrative Leave pending the outcome of an investigation. Such status shall not be considered disciplinary in nature.
- E. If requested, the Employer will provide the Employee under investigation with a status update of the investigation progress every thirty (30) days until the investigation is complete.

13.3 Corrective Measures

- A. Corrective measures and formal disciplinary actions will generally be administered in a progressive manner (i.e., verbal warning, written warning, written reprimand, etc.). In extraordinary circumstances, progressive discipline may be waived entirely. A corrective measure is defined as counsel or guidance, provided by the supervisor to the Employee in an effort to avoid disciplinary action. A "verbal warning" and a "written warning" are considered a corrective measure, not a disciplinary measure. Corrective measures are not grievable and will be documented in the supervisor's file until the next evaluation is performed, at which

time it may become a benchmark in the evaluation and removed from the supervisory file.

13.4 Discipline

- A. The Employer shall not discipline any regular or project Employee without just cause.
- B. Discipline includes written reprimands, reductions in pay, suspensions, demotions, and discharges. When disciplining an Employee, the Employer shall protect the privacy of the Employee to the extent possible.
- C. Federal laws and/or regulations related to Title IX shall be followed by the College, even if those laws and regulations conflict with this Agreement.
- D. The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 5, Grievance Procedure, except where precluded by federal laws and/or regulations related to Title IX.

13.5 Off-Duty Conduct

- A. The off-duty activities of an Employee may be grounds for disciplinary action if said activities are a conflict of interest as set forth in [RCW 42.52](#), are detrimental to the Employee's work performance or the program of the Employer, or otherwise constitute just cause.
- B. Employees shall report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to the Employer within forty-eight (48) hours or prior to their scheduled work shift, whichever occurs first.

13.6 Notice to Employees

When the Employer is contemplating economic disciplinary action (reduction in pay, suspension, demotion, and/or discharge) against an employee, the Employer shall notify the Employee and the Union on the same day. Such notice shall include the charges against the Employee, an explanation of the evidence which forms the basis for the charge, and the action contemplated. The Employee shall be given a reasonable opportunity to respond, either at a pre-disciplinary meeting scheduled by the Employer or in writing if the Employee prefers. A pre-disciplinary meeting with the Employer shall be considered time worked, and the Employee may be accompanied at the meeting by a Union Representative.

13.7 Confidentiality

When disciplining an employee, both the Employer and the Union shall make reasonable efforts, as appropriate under the circumstances, to maintain confidentiality.

13.8 Probationary Employees

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

Article 14 Health and Safety

14.1 Responsibility

The College, the Employee and the Union have a significant shared responsibility for workplace safety and health.

- A. The Employer shall abide by safety and health standards in accordance with applicable state and federal law.
- B. All Employees shall comply with applicable safety and health practices and standards established by the Employer and the Washington Industrial Safety and Health Act (WISHA).
- C. All Employees of the College shall contribute to a healthy workplace including, not knowingly exposing co-workers, students and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees not to be in the workplace when Employees self-report contagious health conditions. When an Employee has been directed not to be in the workplace, an Employee may use Leave or work remotely if the duties of their role allow.
- D. The Union shall work cooperatively with the Employer on safety and health related matters and encourage Employees to work in a safe manner.

14.2 Employer's Role

- A. The Employer shall immediately notify Employees of any unsafe or hazardous workplace condition that it knows about and take appropriate action. The Employer shall provide necessary: (a) personal safety devices, protective apparel and equipment for Employee use, and, (b) training on the proper operation of safety devices and equipment.
- B. In partnering with the Union to provide a safe environment, WWCC will take appropriate steps to mitigate the danger and provide a threatened Employee with information regarding what response(s) are planned or have been taken. In the cases of airborne or waterborne contamination, WWCC shall use third party certification to verify that the danger has been resolved. The Union and the affected employees will have access to all relevant reports.
- C. The College shall conduct a comprehensive safety and security audit every three (3) years, and results will be reported to Union leadership and the campus community.

14.3 Employee's Role and Reporting

- A. In partnering with WWCC, Employees shall endeavor to avoid unsafe work practices and agree to aid the College wherever possible in promoting a healthy and safe environment in the workplace.
- B. Hazardous or unsafe work conditions shall be reported to a supervisor or another administrator. The affected Employee shall not be required to resume work in the area or perform the hazardous task until the hazard or condition is corrected. A request to leave or move to a temporary alternate worksite may be granted by the Employee's immediate supervisor.

14.4 Safety Committee

Washington Industrial and Safety Health Act (WISHA) standards and procedures shall be conspicuously posted and adhered to at WWCC. The Professional Staff representative(s) recommended by the Union shall serve on the College Safety Committee.

14.5 Workplace Violence

The College is committed to its Employees safety and health. As such, workplace violence will not be tolerated.

The College defines workplace violence to include verbal and electronic threats, threatening behavior, bullying, or physical assaults occurring in the workplace or virtually by a stranger, customer, client, co-worker, or supervisor. The Employer shall ensure that all Employees adhere to practices that are designed to make the workplace safe and secure.

Employees are encouraged to come forward with their concerns or complaints about workplace violence and report them to the Human Resources Office and through the College's reporting system. The College shall investigate and resolve all complaints in alignment with Title IX regulations and other state and federal laws. Retaliation against any individual for making a complaint or cooperating in an investigation shall not be tolerated.

Article 15 Position Types, Descriptions and Vacancies

15.1 Categories of Bargaining Unit Work

Bargaining unit work is performed by Employees who occupy (A) Regular Positions, (B) Temporary Positions, (C) Project Positions, and (D) Interim Assignments.

15.2 Types of Positions

- A. Regular Positions: A Regular Position is an employment position which the College expects to have funding for the foreseeable future, without any currently known or currently anticipated termination. Ordinarily, an appointment to a Regular Position is made through an external competitive process.

- B. Temporary Positions: Temporary Positions are either Full-Time or Part-Time positions with a normal employment period of up to one year, with the possibility of extending beyond a year based on business needs. Temporary Position appointments are not expected to become regular "continuing" positions.
- C. Project Positions: Project Positions are positions that are Full-Time or Part-Time positions supported on a short-term basis with grant, contract and/or College's reserve funds for the completion of a specific project. Project Positions normally last only for as long as the funding is available, but not beyond the duration of the project, and not to exceed twelve (12) months. Ordinarily, an appointment to a Project Position is made through an external competitive process. Project Positions and/or appointments may become regular appointments through an internal process or an external competitive recruitment process, at the determination of the appointing authority and/or designee.
- D. Interim Assignments: Temporarily filling a vacant position for up to twelve (12) months unless otherwise agreed. Upon completion of a temporary or Interim Assignment, the Employee has the right to return to their previous position and salary.
- E. Exclusion of Temporary Employees: The following Articles and other provisions of this Agreement do not apply to a Temporary Employee: Article 13, Disciplinary Procedures; Article 18, Probation; Article 20, Performance Evaluation; and Article 23, Professional Development.

15.3 Position Descriptions

- A. Each position shall have a position description, which will be available to the Employee and the Union upon request, and shall be maintained in the Human Resources Office.
- B. Modifications to existing positions shall be collaboratively developed with the Employer and the Employee affected by the modification.
- C. The supervisor shall discuss the position description and evaluation criteria with an Employee who is newly hired into a position, within twenty (20) days of beginning work in the new position.

15.4 Reassignments

If an existing Employee who has already passed probation in this Unit transfers into a position represented by this bargaining Unit, the Employee shall serve a three (3) month probationary period. During the probationary period, the Employee may revert to their former position, if the vacated position is open.

The probationary period does not apply in the event of involuntary transfer to a position within the Unit.

15.5 Notice of Vacancies

WWCC will post regular professional positions for a minimum of seven (7) calendar days. Priority consideration shall be given to current College Employees.

15.6 Unit Work

WWCC shall notify the Union in the event that a Union position/work is being considered for removal from the bargaining unit.

Article 16 Reduced Schedules and Reduction in Force

16.1 Reduced Schedule

The Employer may temporarily or permanently reduce the work schedule (work hours and/or work days) of an Employee due to lack of funding, lack of work, and/or reorganization. The Employer shall give at least ten (10) work days' advance written notice of any such reduction to both the Employee and the Union. Upon request, the Employer will meet promptly (within five (5) work days of the request) with both the Employee and the Union to discuss this.

16.2 Reduction in Force (Layoff)

- A. Declared Financial Emergencies: If the Board of Trustees declares a financial emergency, or if the State Board for Community and Technical Colleges (SBCTC) declares a financial emergency, Reduction in Force (RIF) procedures may be applied to Professional Staff positions. In such instances, Professional Staff Employees whose positions are being reduced or eliminated shall be given written notice at least sixty (60) calendar days prior to the change, with a copy to AFT-WWPS.
- B. In the case of a RIF, the Employer reserves the right to laterally transfer Employees who meet the minimum qualifications for any vacant position within the bargaining unit to avoid layoff, with salary set at the rate for the position the Employee has been performing.
- C. Seniority and Order of Layoff:
 - 1. Seniority defined: Seniority means the earliest or earlier hire date in continuous service at the College, excluding any temporary employment, student workers, and any unpaid leave time that is not specifically protected by law.
 - 2. Order of Layoff:
 - a. Probationary Employees shall be laid off in order of least seniority (most recent hire date of continuous College service) to most seniority, before an Employee who has completed a probationary period.
 - i. Employees serving a three (3) month probationary period as a result of being hired into a new position, are not considered Probationary Employees, for these purposes.
 - b. Non-probationary/Permanent Employees shall be laid off in order of

least seniority to most seniority.

- D. RIF notifications to Professional Staff shall be made in a confidential setting and Employees shall be given up to eight (8) hours of additional paid leave following the RIF Notification, at the Employee's discretion.
- E. Upon the Employee's request, the Employer shall provide a written statement that the termination is not due to the fault of the Employee.

Article 17 Workload and Position Review

17.1 Reasonable Workload

Full-Time Employees exempt from overtime shall generally work forty (40) hours per week.

Employees' assignments shall be consistent with current position descriptions and reasonable workloads. Individual schedules may change from time-to-time as approved by the supervisor in order to accommodate workload.

17.2 Classification Plan Revisions

- A. The Employer shall provide to the Union, in writing, any proposed changes to the classification plan, including descriptions for newly created classifications. Upon request of the Union, the Employer shall bargain the effect(s) of a change to an existing class or newly proposed classification.
- B. The Employer shall allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan. The Employer shall notify the Union when a position is being reallocated to a job classification that is excluded from a bargaining unit covered by this Agreement. Upon request of the Union, the Employer shall bargain the effect(s) of a change to an existing class or newly proposed classification.

17.3 Position Review and Appeal

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

An individual Employee who believes that their position is improperly classified may request a review according to the following procedure:

- A. The Employee shall complete the [State Human Resources' Position Review Request Form](#) Employee Portion and submit it to the Human Resources Office. The Human Resources Office will date stamp and notify the Employee when the Position Review Request Form was received in their Office.
- B. Within sixty (60) calendar days of receipt of the Position Review Request, the Human Resources Office shall review the completed form (including the Supervisor section), and make a decision regarding appropriate classification.

- C. In the event the Employee disagrees with the reallocation decision of the Employer, the Employee may request a review of the decision by the President or designee within thirty (30) calendar days of being provided the results of a position review of the notice of reallocation. The President or designee shall have thirty (30) calendar days to render a written decision which shall be final and binding.
- D. The effective date of a reallocation resulting from an Employee request for a Position Review is the date the request was filed with the Human Resources Office.
- E. For compensation impact, see Article 19, Compensation and Pay Practices.

Article 18 Probation

18.1 Duration

The first six (6) months of employment in a regular position covered by this Agreement shall be a probationary period, except that the Employer may extend an individual's probationary period, upon written notice to the Employee, by any number of days during which the Employee was on Shared leave, Leave Without Pay, or not meeting performance expectations.

- A. Employees who have been employed at the College for six (6) or more months prior to the date of the signing of this Agreement are considered to have passed their probationary period.
- B. Employees who have been employed at the College for fewer than six (6) months prior to the signing of this Agreement shall be considered in a probationary period until six (6) months from their hire date.
- C. The Employer may extend the probationary period for an individual Employee as long as the extension does not cause the total period to exceed twelve (12) months. The Employer agrees to notify the Employee in writing when it intends to extend the probationary period of an Employee beyond six (6) months.

18.2 Feedback During Probation

- A. At least once during the Employee's probationary period, the Employer, or their designee, shall meet to give job performance feedback and provide guidance as necessary.
- B. If the probationary period is extended, a performance evaluation shall be conducted, and a performance improvement plan shall be established.

18.3 Employment Termination

If an Employee is terminated during the probationary period, the reason for termination shall be provided in writing to the Employee and the Union. The termination of a

probationary Employee shall not be grievable under Article 5, Grievance Procedure.

Article 19 Compensation and Pay Practices

19.1 Compensation Philosophy

The College's compensation philosophy for Employees covered by this Agreement shall:

- A. Emphasize total compensation (salary and benefits);
- B. Strive to be market competitive;
- C. Recognize that internal market differences exist across College departments and divisions;
- D. Recognize that internal equity within a department/division is important; and,
- E. Emphasize salary administration policies that support College priorities in recruiting and retaining highly qualified staff in a dynamic work environment, within the College's fiscal resources,

19.2 State Salary Increases

On an annual basis, the Employer shall increase all salaries by the same percentage as any general compensation increases appropriated by the State Legislature to Non-represented/Exempt and Classified Employees via Cost of Living Adjustments (COLAs) or other methods. Should the State provide for salary increases in some manner other than the same percentage increase for all unit employees, the College and Union shall meet to negotiate these.

19.3 Salary Schedule

- A. The Parties adopt the Salary Schedule in Appendix A.
- B. As of the effective date of this Agreement, each Employee shall be placed in a Range/Step on the Salary Schedule (Appendix A) that aligns to their position's class specification band, one step above the Employee's current salary, consistent with Section 19.1.
- C. Employees shall receive a step increase annually, beginning on the pay period that includes their one (1) year anniversary date, until they have reached the maximum step of their range.
- D. An Employee who attains a new credential or degree that is related to a preferred qualification of the Employee's current position, may request a Position Review
 - a. for a step increase.
- E. When a position has been determined by the College that the regular use of competent skills in more than one (1) language, to include sign language (AMESLAN), and/or Braille, is a part of the required qualifications for the position,

the College shall authorize premium pay of five percent (5%) above the level normally assigned for that position.

19.4 Additional Compensation for Temporary Duties

Any compensation for additional Temporary Duties requires recommendation by the College President or appropriate Vice President, and must include clear documentation of the circumstances warranting additional compensation. Employees who are temporarily assigned duties and responsibilities for more than fifteen (15) calendar days of a higher-level classification shall be notified in writing and shall be paid at the step of the range for the new classification, that is nearest to five percent (5%) higher than the amount of the Employee's current step and range.

Additional compensation under this Section shall not factor into Overtime Exempt eligibility, and shall not exceed twelve (12) months.

The Employer shall provide a list of Represented Employees to the Union who are receiving additional compensation for Temporary Duties every six (6) months.

19.5 Temporary Employees

The Employer may determine the compensation rate of a Temporary Employee, making a reasonable attempt to be consistent with the hourly rate(s) of the position(s) most closely corresponding to the temporary work, while also reflecting the impermanence and any lack of benefits.

19.6 Overtime-Eligible Employees

For Employees eligible for Overtime compensation, as determined by federal and state policy, as stated by the Washington State Department of Labor and Industries, Overtime is defined as time that an Overtime-Eligible Employee works in excess of forty (40) hours per work week.

Employees who have prior approval and work more than forty (40) hours in a work week shall be compensated at the Overtime rate. Overtime shall be paid at the rate of time and one-half for all Overtime-Eligible employees covered by this Agreement.

Article 20 Performance Evaluation

20.1 Objective

The performance evaluation process is designed to provide supervisors and Employees an opportunity to discuss and record performance planning, feedback and performance outcomes. Supervisors and Employees shall discuss how the Employee's position aligns with the College's mission and goals and the Employer's job requirements. Performance problems should be brought to the attention of the Employee at the time of the occurrence to provide the Employee an opportunity to address any issue.

20.2 Process

- A. Employee work performance shall be evaluated during probationary periods and at least annually thereafter, at a time that allows for adequate application of the process. Supervisors shall meet with Employees at the start of the Employee's review period to discuss performance expectations. Employees shall receive copies of the position description, performance expectations, and notification of any modifications made during the review period. Written notification will normally be given to a Probationary Employee whose work performance is determined to be unsatisfactory. If the probationary deficiency is substantial, the Employer may separate the Probationary Employee at any time.
- B. A copy of the performance evaluation shall be provided to the Employee at the time of the review. If an Employee disagrees with their performance evaluation, the Employee has the right to attach a rebuttal statement. The original performance evaluation forms, including the Employee's comments, shall be maintained in the Employee's official personnel file.
- C. If a supervisor has had less than ninety (90) calendar days to observe the Employee's performance, the Employee may request a joint review with the Employee's previous supervisor (if still employed with the College). If the previous supervisor is no longer employed with the College, the Employee may request a consultation with other managers with knowledge of the Employee's performance.
- D. The content of a performance evaluation is not subject to the Grievance Procedure in Article 5, Grievance Procedure.
- E. Performance evaluations shall not be used to initiate personnel actions such as transfer, promotion, or discipline.
- F. Annual evaluations for an Employee on Leave for an extended period of time, for example, for Paid Family and Medical Leave, shall be postponed until a calendar year of work has been completed, or at another time as agreed upon by the Employee and supervisor.

Article 21 Personnel Files

21.1 Files Maintained

The Employer shall maintain one (1) official personnel file for each Employee showing a record of employment and such other information required for business and legal purposes. This file shall be maintained in a secure, confidential file in the College's Human Resources Office. This shall not preclude the maintenance of all lawful files and records as needed by the Employer.

21.2 Health and Medical Information

Health and medical information shall be kept separate and confidential as required by state and federal law. The Employer shall not require employees to provide information about health or medical conditions of the Employee or the Employee's family, unless such information is related to: a reasonable accommodation request for a Temporary or

Permanent Disability; to assist the Employer with initiation and determination of FMLA or PFML Leave; to determine fitness to hold the Employee's position; relating to performance of employment duties; or regarding provision of employment benefits.

21.3 Employee Access to Personnel File

- A. Access to an Employee's official personnel files shall be limited to the Employee, the Employer, personnel who have a business need for access, including Human Resources, Payroll and Benefits, the Employee's appointing authority and/or supervisor, the Employer's President, and other persons with a legal right to access. The Employer's Human Resources Office shall monitor any review of official personnel files to protect against unauthorized alteration or removal of materials.
- B. An Employee and/or their Representative may arrange to examine the Employee's personnel file during regular business hours upon reasonable notice. Written authorization from the Employee is required before any Representative of the Employee shall be granted access to the personnel file or medical file.

21.4 Adverse Material

- A. Employees shall be provided a copy of all adverse material placed in the official personnel file at the time it is placed in the file. The Employee or their Representative may not remove any contents from the file; however, an Employee may provide a written rebuttal or refuting documentation relating to a performance evaluation.
- B. Such information shall be maintained in an administrative file, separate and apart from the personnel file and shall not be released unless required by judicial order or by applicable laws governing disclosure of public documents.

21.5 Favorable Material

The Parties agree that it is a good practice for an Employee to be provided with copies of letters of appreciation and commendation addressed to the Employer.

21.6 Public Disclosure

When documents in an Employee's personnel file and/or administrative file are the subject of a public disclosure request, subpoena or legal discovery, the Employer shall provide the Employee and the Union with a copy of the request at least ten (10) business days in advance of the intended release date, unless otherwise required by law.

21.7 Supervisor Working Files

- A. Supervisors may keep working files of documentation relevant to Employee performance. The previous year's job performance documentation will be removed from the supervisor's working file following the completion of a performance evaluation, unless related to issues of an ongoing nature.
- B. Supervisors who keep Employee working files will maintain the files in a manner

that protects against unauthorized access or casual observation and in accordance with other governing laws and rules.

21.8 Retention

Information shall be retained in an Employee's official personnel file for at least as long as required by applicable records retention laws and rules. Upon an Employee's written request, disciplinary actions shall be removed from the official personnel file any time after two (2) years since the action was complete, if the Employee has not been subject to any further discipline and the circumstances do not reasonably justify a longer retention.

Article 22 Travel

22.1 Employees required to travel in order to perform their duties shall be reimbursed within thirty (30) days for any authorized travel expenses after receipt of the properly completed request for reimbursement (e.g., mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management (OFM) and College policies.

Employees are responsible for providing transportation between their home and work site. However, the Employer may authorize an Employee who resides within a reasonable commuting distance of the Employee's work site to take a personally assigned vehicle home, in accordance with the Washington State Department of Enterprise Services (DES) policies. Employees are encouraged to use motor pool vehicles when traveling for College business.

22.2 Travel time will be considered time worked when:

- A. It is required by the Employer during normal work hours from one worksite to another; or,
- B. The Employee is authorized or required to travel away from home overnight and the travel occurs during normal working hours or during corresponding hours on non-working days.

22.3 Travel time will not be considered time worked when:

- A. The Employee is commuting between the Employee's home and their regular worksite.

Article 23 Professional Development

23.1 Purposes

The Employer and Union affirm that continued professional and personal growth of individual staff members and professional and program development are fundamental to improving the total effectiveness of the College. The Employer and the Union recognize the value and benefit of education and training designed to enhance an Employee's ability to perform the Employee's job duties. Training and Employee professional development

opportunities shall be provided to Employees in accordance with current College policies and available resources.

Professional Development under this Article is limited to training and education, including professional conferences, which relate to the duties, tasks, and essential functions in the Employee's position description, unless the Employer determines otherwise.

23.2 Prior Approval

All Professional Development must be specifically approved in advance by the Employee's supervisor. The supervisor may decline to approve because of late notification, the potential impact on workload or work schedule, and/or other reasonable causes. If training is denied, the written notice shall include the reason for denying the request.

23.3 Funding

A. Source and Use of Professional Development Funds

The College provides a professional development fund for Employees. This is offered on a first-come, first-served basis beginning each Fiscal Year. Requests for Professional Development shall be submitted to the Employee's supervisor prior to December 31st of that Fiscal Year. The College shall fund the respective amounts each year of the contract, as follows:

Year One (FY24-25): \$750/per member
Year Two (FY25-26): \$1000/per member
Year Three (FY26-27): \$1200/per member

Funds may be used for Professional Development activities, professional memberships, professional publications, and professional travel-related expenses. These funds shall not be used for technology or equipment purchases. Purchases must be in accordance with the College's policies.

The College shall pay separately, not charged against the individual Employee allotment under this Article, for Professional Development which is (a) specifically required by the supervisor, in writing; or, (b) part of the Employee's job responsibilities, such as training at meetings of State commissions or other organizations of which the Employee is a member or whose meetings the Employee is expected to attend.

B. Allowable Expenses

Eligible expenses include, but are not limited to, registration and travel. The individual Professional Development outlined in this Article does not preclude the College from exercising its discretion to provide alternative or additional funding for Professional Development from some other source(s). Employees are also encouraged to seek additional external resources.

C. Fund Pooling

Unspent amounts in this fund shall revert to the Employer at the end of the Fiscal Year.

23.4 Eligibility

- A. Only Employees who have successfully completed probation are covered by this Article.
- B. Supervisors shall generally allow work time for Professional Development paid for under this Article.

23.5 Documentation

- A. The following aspects of Professional Development under this Article must be documented on the appropriate Employer form(s):
 - 1. The supervisor's prior approval;
 - 2. Any appropriate travel authorization;
 - 3. Any payment or repayment to a provider of training, transportation, etc., or to the Employee; and,
 - 4. Documentation of completion of the training.
- B. The Employee shall provide documentation of completion of the training to both the supervisor and the Human Resources Office.
- C. Employees who participate in Professional Development are encouraged to share materials and resources for the benefit of their department and/or the College.

Article 24 Insurance and Pension Benefits

24.1 Medical Insurance Benefit

The Employer shall contribute an amount as determined by the Public Employees Benefits Board (PEBB) annually for benefits. The Employer shall deduct any Employee contributions necessary to fully fund PEBB coverage. As determined by the PEBB, this insurance may include dental, life and long-term disability insurance coverage.

24.2 Retirement Benefit

Employees may participate in retirement plans in accordance with the rules established by the Washington State Department of Retirement Systems (DRS) and the State Board for Community and Technical Colleges (SBCTC).

Article 25 Mandatory Subjects

25.1 Notice of Change

The College shall provide notice and agrees to bargain over mandatory subjects of

bargaining, as required by law ([RCW 41.56.021](#)). The Union shall be provided thirty (30) calendar days' advance notice. Less than thirty (30) calendar days, but as many as practical, may be given in emergency situations.

Article 26 Remote Work

- 26.1 The Employer defines remote work as: working at an alternate work site such as a private residence or other location that is not the represented Employee's official working location, for one or more days per week, month, or for an approved time period.

Remote work is a workplace alternative available through a mutually agreed-upon arrangement between the Employer and Professional Staff member. The arrangement shall meet the business needs of the College. It may be terminated by the Employee or the College at any time. Remote work shall not negatively impact the College's service to students, adversely impact other faculty and staff, interfere with the efficient conduct of daily College business, or the Employee's ability to perform the functions of their job. Employees shall request remote work in accordance with College policies and procedures.

Article 27 No Strike or Lockout

- 27.1 The College and the Union understand that the right to strike is not granted to public Employees per [RCW 41.56.120](#).

- A. The Employer and the Union acknowledge that this Agreement provides, through the Grievance Procedure and through other administrative remedies, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the Parties agree that the public interest requires the uninterrupted performance of all College services and to this end, pledge to prevent or eliminate any conduct contrary to that objective.

Article 28 Savings Clause

- 28.1 Partial Invalidity

If any provisions of this Agreement shall be found in violation of the law or invalid by any court or administrative agency of competent jurisdiction, such provision(s) shall be deemed invalid. The remainder of the Agreement shall remain in full force and effect. The Union and the College shall meet for the purpose of re-negotiation of any Article or portion of this Agreement found to be in violation of the law or invalid. Such request by either party shall be in writing, within sixty (60) calendar days of an Article or Section being found in violation of the law.

28.2 Term of Agreement

The term of this Agreement shall be from date of ratification through June 30, 2027.

Signed March 27, 2024, 2024 at Walla Walla, Washington

 Union Organizing Representative	 AFT-WWPS Negotiations Chair
<u>03/28/24</u> Date	<u>3/28/2024</u> Date
 For the Employer	 Lead Negotiator for the Employer
<u>3/27/24</u> Date	<u>March 27, 2024</u> Date

Appendix A Salary Schedule

RANGE (5%)	STEPS (2.5%)										
	A	B	C	D	E	F	G	H	I	J	K
PR01	55,000	56,375	57,784	59,229	60,710	62,227	63,783	65,378	67,012	68,687	70,405
PR02	57,750	59,194	60,674	62,190	63,745	65,339	66,972	68,647	70,363	72,122	73,925
PR03	60,638	62,153	63,707	65,300	66,932	68,606	70,321	72,079	73,881	75,728	77,621
PR04	63,669	65,261	66,893	68,565	70,279	72,036	73,837	75,683	77,575	79,514	81,502
PR05	66,853	68,524	70,237	71,993	73,793	75,638	77,529	79,467	81,454	83,490	85,577
PR06	70,195	71,950	73,749	75,593	77,483	79,420	81,405	83,440	85,526	87,665	89,856
PR07	73,705	75,548	77,437	79,373	81,357	83,391	85,476	87,612	89,803	92,048	94,349
PR08	77,391	79,325	81,308	83,341	85,425	87,560	89,749	91,993	94,293	96,650	99,066
PR09	81,260	83,292	85,374	87,508	89,696	91,938	94,237	96,593	99,007	101,483	104,020
PR10	85,323	87,456	89,643	91,884	94,181	96,535	98,949	101,422	103,958	106,557	109,221
PR11	89,589	91,829	94,125	96,478	98,890	101,362	103,896	106,493	109,156	111,885	114,682
PR12	94,069	96,420	98,831	101,302	103,834	106,430	109,091	111,818	114,614	117,479	120,416
PR13	98,772	101,241	103,772	106,367	109,026	111,752	114,545	117,409	120,344	123,353	126,437
PR14	103,711	106,303	108,961	111,685	114,477	117,339	120,273	123,279	126,361	129,520	132,758

Ranges increase by five percent (5%). Each step increase is two- and one-half percent (2.5%). Cost of Living Adjustments (COLAs) affect rates and shall apply equally across all ranges and steps.

Salary Ranges have been assigned class specifications as defined by the duties and responsibilities of the position.

Current Employees shall be placed in the Range and Step on the Salary Schedule that aligns most closely to the position's class specification range, one step above the Employee's current salary at the time the Collective Bargaining Agreement is ratified (before April 1, 2024). No Employee shall be placed at a salary step that is less than their current salary.

Upon ratification of this Agreement, and in recognition of a current Employee's service to the College, each Employee shall receive a one-time stipend in the amount of one thousand dollars (\$1,000). The amount shall not be considered a part of the Employee's base salary. The lump sum payment reflected in the Employee's paycheck shall be subject to all required state and federal withholdings.

New hire placements shall be within Step A and Step F within the position's Salary Range.

Salary Schedule (effective 07/01/2024)

7/1/2024	STEPS										
RANGE	A	B	C	D	E	F	G	H	I	J	K
PR01	56,650	58,066	59,518	61,006	62,531	64,094	65,697	67,339	69,023	70,748	72,517
PR02	59,483	60,970	62,494	64,056	65,658	67,299	68,981	70,706	72,474	74,285	76,143
PR03	62,457	64,018	65,618	67,259	68,940	70,664	72,431	74,241	76,097	78,000	79,950
PR04	65,579	67,219	68,899	70,622	72,387	74,197	76,052	77,953	79,902	81,900	83,947
PR05	68,858	70,580	72,344	74,153	76,007	77,907	79,855	81,851	83,897	85,995	88,145
PR06	72,301	74,109	75,962	77,861	79,807	81,802	83,847	85,944	88,092	90,294	92,552
PR07	75,916	77,814	79,760	81,754	83,798	85,892	88,040	90,241	92,497	94,809	97,179
PR08	79,712	81,705	83,748	85,841	87,987	90,187	92,442	94,753	97,122	99,550	102,038
PR09	83,698	85,790	87,935	90,133	92,387	94,696	97,064	99,490	101,978	104,527	107,140
PR10	87,883	90,080	92,332	94,640	97,006	99,431	101,917	104,465	107,077	109,754	112,497
PR11	92,277	94,584	96,948	99,372	101,856	104,403	107,013	109,688	112,430	115,241	118,122
PR12	96,891	99,313	101,796	104,341	106,949	109,623	112,364	115,173	118,052	121,003	124,028
PR13	101,735	104,279	106,886	109,558	112,297	115,104	117,982	120,931	123,955	127,053	130,230
PR14	106,822	109,493	112,230	115,036	117,912	120,859	123,881	126,978	130,152	133,406	136,741

Salary Schedule (effective 07/01/2025)

7/1/2025	STEPS (2.5%)										
RANGE (5%)	A	B	C	D	E	F	G	H	I	J	K
PR01	58,350	59,808	61,303	62,836	64,407	66,017	67,668	69,359	71,093	72,871	74,692
PR02	61,267	62,799	64,369	65,978	67,627	69,318	71,051	72,827	74,648	76,514	78,427
PR03	64,330	65,939	67,587	69,277	71,009	72,784	74,603	76,469	78,380	80,340	82,348
PR04	67,547	69,236	70,966	72,741	74,559	76,423	78,334	80,292	82,299	84,357	86,466
PR05	70,924	72,697	74,515	76,378	78,287	80,244	82,250	84,307	86,414	88,575	90,789
PR06	74,470	76,332	78,240	80,196	82,201	84,256	86,363	88,522	90,735	93,003	95,328
PR07	78,194	80,149	82,152	84,206	86,311	88,469	90,681	92,948	95,272	97,653	100,095
PR08	82,104	84,156	86,260	88,417	90,627	92,893	95,215	97,595	100,035	102,536	105,100
PR09	86,209	88,364	90,573	92,837	95,158	97,537	99,976	102,475	105,037	107,663	110,355
PR10	90,519	92,782	95,102	97,479	99,916	102,414	104,975	107,599	110,289	113,046	115,872
PR11	95,045	97,421	99,857	102,353	104,912	107,535	110,223	112,979	115,803	118,698	121,666
PR12	99,797	102,292	104,850	107,471	110,158	112,912	115,734	118,628	121,593	124,633	127,749
PR13	104,787	107,407	110,092	112,844	115,666	118,557	121,521	124,559	127,673	130,865	134,137
PR14	110,027	112,777	115,597	118,487	121,449	124,485	127,597	130,787	134,057	137,408	140,843

Salary Schedule (effective 07/01/2026)

7/1/2026	STEPS (2.5%)										
RANGE (5%)	A	B	C	D	E	F	G	H	I	J	K
PR01	59,517	61,005	62,530	64,093	65,696	67,338	69,021	70,747	72,516	74,329	76,187
PR02	62,493	64,055	65,657	67,298	68,980	70,705	72,473	74,284	76,141	78,045	79,996
PR03	65,617	67,258	68,939	70,663	72,429	74,240	76,096	77,999	79,949	81,947	83,996
PR04	68,898	70,621	72,386	74,196	76,051	77,952	79,901	81,899	83,946	86,045	88,196
PR05	72,343	74,152	76,006	77,906	79,853	81,850	83,896	85,993	88,143	90,347	92,606
PR06	75,960	77,859	79,806	81,801	83,846	85,942	88,091	90,293	92,550	94,864	97,236
PR07	79,758	81,752	83,796	85,891	88,038	90,239	92,495	94,808	97,178	99,607	102,098
PR08	83,746	85,840	87,986	90,186	92,440	94,751	97,120	99,548	102,037	104,588	107,202
PR09	87,934	90,132	92,385	94,695	97,062	99,489	101,976	104,526	107,139	109,817	112,563
PR10	92,330	94,639	97,005	99,430	101,915	104,463	107,075	109,752	112,496	115,308	118,191
PR11	96,947	99,371	101,855	104,401	107,011	109,687	112,429	115,239	118,120	121,073	124,100
PR12	101,794	104,339	106,948	109,621	112,362	115,171	118,050	121,001	124,026	127,127	130,305
PR13	106,884	109,556	112,295	115,102	117,980	120,929	123,953	127,051	130,228	133,483	136,821
PR14	112,228	115,034	117,910	120,857	123,879	126,976	130,150	133,404	136,739	140,158	143,662

Memorandum of Understanding (MOU): Initial Salary Placement, Potential Reallocation of Bargaining Unit Members, and Multilingual Premium Pay

Memorandum of Understanding
Between
The Board of Trustees of Walla Walla Community College District 20
and
AFT Walla Walla Professional Staff (AFTWA/AFL-CIO)

Initial Salary Placement, Potential Reallocation of Bargaining Unit Members, and Multilingual Premium Pay

This Memorandum of Understanding (MOU), by and between Walla Walla Community College and AFT-WWPS is entered into for the purposes of addressing: date of initial salary placement, potential reallocation of several identified bargaining unit members, and identification of positions requiring multilingual qualifications and affiliated premium pay.

A. Initial Salary Placement

1. The effective date for initial placement on the Salary Schedule (Appendix A), for Professional Staff shall be the ratification date of the Agreement, or no later than April 1, 2024.

B. Potential Reallocation

1. The Employer and the Union have identified a number of Professional Staff requiring a Position Review. For those identified, Employees shall complete the State Human Resources' Position Review Request Form Employee Portion and submit it to the Human Resources Office. For Employees determined through the reallocation process to be inappropriately classified, the Employer has agreed to use the ratification date of the Agreement.
2. The Employer will complete the position review process by October 1, 2024.

C. Positions Requiring Multilingual Qualifications

1. The Employer shall conduct a review of its departments to determine which position(s) regularly use competent skills in more than one (1) language, to include American Sign Language (AMESLAN), and/or Braille, as part of the required qualification for the position. For positions identified as part of this review, the Employer shall authorize premium pay of five percent (5%) above the level normally assigned for the position.
2. The Employer agrees to use the ratification date of the Agreement.
3. The Employer shall complete the position review process by October 1, 2024.

D. Upon Ratification of Contract - Implementation

1. The Employer and the Union agree that an implementation phase shall take place over several months following ratification of the Agreement, and include training, administering provisions of the MOU, and all Articles outlined in the new Collective Bargaining Agreement.

MOU cont'd

This MOU shall expire October 2, 2024.



Ms. Tara Leer, Chair of the Board

3/27/24
Date



Mr. Joshua Slep, AFT-WWPS
Negotiations Chair

3/28/2024
Date

Memorandum of Understanding (MOU): Layoff

Memorandum of Understanding

Between

The Board of Trustees of Community College District No. 20
and the

American Federation of Teachers – Walla Walla Professional Staff (AFT-WWPS)

Layoff

Whereas it is anticipated that Walla Walla Community College (WWCC) will experience a significant budget shortfall necessitating a reduction in force, and

Whereas the parties agree the language negotiated in Article 16.2, Reduction in Force is ambiguous, and

Whereas the parties desire a clear and direct understanding of the process to be applied to bargaining unit staff, and

Whereas there is a desire for process with form and function similar to those applied to employees represented by other bargaining units at WWCC, therefore,

The parties agree to amend the language of Article 16.2 as follows:

16.2 Reduction in Force (Layoff)

A. Declared Financial Emergencies: If the Board of Trustees declares a financial emergency, or if the State Board for Community and Technical Colleges (SBCTC) declares a financial emergency, Reduction in Force (RIF) procedures may be applied to Professional Staff positions. The Employer shall determine which positions are to be reduced or eliminated. Upon making this determination, the Employer shall promptly notify AFT-WWPS and meet to bargain the effects of the RIF. The bargaining will not serve to delay the onset of a layoff. The Employer may, at its discretion, request volunteers for layoff and/or reduction in work hours prior to involuntary layoffs or reduction in work hours. Professional Staff Employees whose positions are being reduced or eliminated shall be given written notice at least sixty (60) calendar days prior to the change, with a copy to AFT-WWPS. No RIF shall be implemented before the expiration of the sixty (60) calendar day notice period. The layoff process shall not be used as a substitute for the just cause provisions.

B. Seniority and Scope: When positions are reduced or eliminated under Section A, the following provisions govern the seniority-based rights of affected Employees, including placement into vacant positions supported in the college budget and displacement (“bumping”) of less-senior Employees. Placement and bumping rights under this article apply across bargaining and layoff units as described in Section C below. There are three (3) layoff units defined by the nature and funding of operations: Walla Walla/ Clarkston, Washington State Penitentiary, Coyote Ridge Corrections Center.

1. **Seniority defined:** Seniority shall be determined by the Employee’s hire date in continuous service at the Employer, with the earlier hire date reflecting greater seniority. Continuous service excludes any temporary employment, student employment, and unpaid leave time. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an Employee’s seniority. In the event two or more Employees share the same hire date, seniority shall be determined by the greatest total hours worked at the Employer. If total hours worked are equal, the tie shall be broken by lot.

2. Application: All references to “least-senior,” “most senior,” or “order of seniority” in this article refer to seniority as defined in this section. Seniority governs the order of placement (Section C), vacancy priority (Section C.1.a), and recall priority (Section F).

C. Placement and Bumping: A bargaining-unit Employee whose position is being eliminated or reduced shall have the right to be placed into a vacant bargaining-unit position supported in the college budget or to displace (“bump”) a less-senior Employee, as set forth in the Order of Placement below, provided the Employee meets the documented minimum qualifications and competencies of the position. Options are limited to lateral (same salary range) or downward (lower salary range) movement within the bargaining unit.

1. Order of Placement

- A. First, into any vacant, regular bargaining-unit position supported in the college budget for which the Employee meets the minimum qualifications and competencies. This includes vacancies that occur between the date of layoff notice and the effective date of the layoff. If more than one Employee is eligible for the same vacant position, the most senior Employee shall have priority. An Employee who declines a vacant position under this subsection shall proceed to C.1.b.
- B. If the Employee is not placed in a vacant position under C.1.a, the Employee may bump the least-senior Employee within the same salary range in the layoff unit over whom they hold seniority, provided the bumping Employee meets the minimum qualifications and competencies of that position.
- C. If the Employee is not qualified for the position held by the least-senior Employee at a given salary range, the Employer shall identify the next least-senior Employee at that range for which the Employee meets the minimum qualifications and competencies, continuing in ascending order of seniority until all positions at that range have been considered.
- D. If no position is available at the same salary range, the Employee may bump the least-senior Employee at the next lower occupied salary range within the layoff unit for which the bumping Employee meets the minimum qualifications and competencies. This process shall continue downward through successively lower salary ranges until a bumpable position is identified.
- E. An Employee who is displaced as a result of another Employee’s exercise of bumping rights shall have the same rights as set forth in this section, applied in the same order (C.1.a through C.1.d). This process shall continue until no further placement is possible.
- F. An Employee who cannot bump into any position within the layoff unit, and for whom no vacant bargaining-unit position exists supported in the college budget for which the Employee meets the minimum qualifications and competencies, shall be laid off.

2. Determination of Minimum Qualifications

- A. Minimum qualifications and competencies shall be those published in the most recent signed official job description on file with Human Resources at the time layoff notices are issued. If there is no recent signed job description, the minimum qualifications and competencies identified in the most recent job posting will be used.
- B. The Employer shall evaluate whether the Employee meets the minimum qualifications and competencies based on documented education, experience, and required certifications.
- C. Prior to the effective date of the layoff, the Employer will conduct an exit interview with the Employee that will include an end-of-service performance evaluation, if not evaluated within the last year, to ascertain applicable qualifications and competencies to add to documentation.

3. Training Period

- A. An Employee who is appointed into a new position shall be provided a reasonable training and orientation period, not to exceed ninety (90) calendar days, during which the Employer will offer necessary support to ensure successful transition.
- B. The training period does not constitute a new probationary period. A bump under this article constitutes an involuntary transfer within the meaning of Article 15.4 and does not trigger the probationary period described therein. An Employee who has completed the probationary period under Article 18 shall retain all rights and protections of post-probationary status throughout the training period, including the right to discipline or discharge only for just cause.
- C. The training period shall not interrupt the Employee's continuous service or seniority.
- D. An Employee who is separated for just cause during the training period shall not be placed on the recall list.
- E. An Employee whose position is eliminated during the training period for reasons other than just cause shall retain all placement, bumping, and recall rights under this article.

4. Salary Placement

An Employee who bumps into a position at a lower salary range shall be placed on the salary schedule for that position at the step closest to, but not exceeding, their current rate of pay. An Employee who bumps laterally into a position at the same salary range shall retain their current step placement. In either case, the Employee's date for step increases shall remain unchanged.

D. RIF notifications to Professional Staff shall be made in a confidential setting and Employees shall be given up to eight (8) hours of additional paid leave following the RIF Notification, at the Employee's discretion.

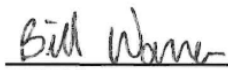
E. The Employer shall include language in the RIF notification that the termination is not due to the fault of the Employee.

F. Recall:

1. Employees who have been laid off shall be placed on a recall list for two (2) years following the effective date of layoff. Employees may submit a current resume to the Human Resources Office within thirty (30) calendar days of separation and may update their resume on file at any time.
2. The Employer will offer vacant bargaining-unit positions of six (6) months duration or longer to Employees on the recall list in order of seniority, provided the position is at or below the previous salary range and the Employee meets minimum qualifications and competencies.
3. An Employee who declines a recall offer shall have the option to remain on the recall list for the duration of the recall period. It shall be the Employee's responsibility to maintain current contact information in the Employer's HRIS (ctcLink). A recall offer through email and telephone call to the Employee's last known email address and phone number shall constitute proper notice. Employees will have no less than three (3) business days to accept or reject the offer.
4. When an Employee is appointed from the layoff list, the Employee's name will be removed from the layoff list.

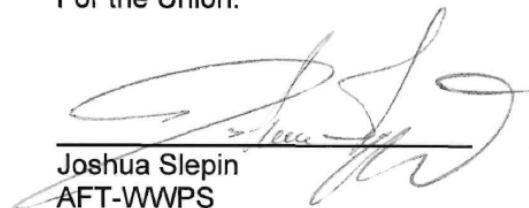
G. Return to Recall List: An Employee hired into a position outside the bargaining unit who is subsequently laid off from that position shall be entitled to placement on the AFT-WWPS recall list if that layoff comes into effect within two (2) years of the date of layoff from the bargaining unit. The total time on the recall list shall not exceed two (2) years from effective date of layoff. The Employee's recall rights shall be based on their previously determined seniority with AFT-WWPS.

For the Employer:



Bill Warren
Board Chair

For the Union:



Joshua Slep
AFT-WWPS