2025 – 2027
Collective Bargaining Agreement
By and Between

South Puget Sound Community College

And

Exempt Educational and Career Planners, in the Advising, Career and Transfer Center

Washington Federation of State Employees

Effective
July 1, 2025 through June 30, 2027

2023-2025

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PREAMBLE

This Agreement is entered into by and between the Board of Trustees of South Puget Sound Community College, hereafter referred to as the "College," and the Washington Federation of State Employees (WFSE), AFSCME Council 28, AFL-CIO, hereafter referred to as the "Union."

In implementing this Agreement, a harmonious working relationship between the parties, based on the principles of collaboration and mutual respect, will best help the achievement of common objectives. It is the intent of the parties to support the mission of South Puget Sound Community College with a commitment to collaboration, honesty, mutual respect, and fair treatment to all employees, as well as the promotion of economic, social, cultural and environmental sustainability in the delivery of high quality, efficient services. The parties recognize the value of employees, the work they perform, and the contributions they make to the College. This Agreement specifies wages, hours, and other terms and conditions of employment, and provides methods for prompt and fair resolution of differences.

The Preamble is not subject to the grievance procedure.

ARTICLE 1

UNION RECOGNITION

1.1 The College recognizes the Union as the exclusive bargaining representative for collective negotiations on personnel matters, including wages, hours, and working conditions regarding the employees described as follows in accordance with PERC Decision No.-13683-PECB:

> All full-time and regular part-time nonsupervisory employees who are exempt from chapter 41.06 RCW who are employed by South Puget Sound Community College (Community College District 24) in the Advising Department and the Learning Support Services Administrators, Excluding faculty, confidential employees, supervisors, and all other employees.

1.2 This Agreement covers the employees in the bargaining unit described above and the positions listed in Appendix A, RIF Position Groups, but does not cover any statutorily-excluded positions.

ARTICLE 2

NON-DISCRIMINATION

2.1 Under this Agreement, neither party will discriminate against employees on the basis of race, including traits historically associated or perceived to be associated with race such as but not limited to, hair texture and protective hairstyles), color, religion, creed, national origin, citizenship or immigration status; political affiliation; sex, any real or perceived sensory, mental or physical disability, color, religion, creed, national origin, status as a breast/chest feeding employee, sexual orientation, gender identity, gender expression, genetic information, marital status, age, disability, pregnancy, status as a disabled veteran, a Vietnam era veteran or other covered veteran (as defined by College policy), HIV/AIDS or Hepatitis C status, use of a trained guide or service animal by a person with a disability, status as a victim of domestic violence, sexual assault, or stalking, or other characteristics protected by College policy or any other legally protected class. Bona fide occupational qualifications based on the above traits do not violate this Section.

2.2 Both parties agree that unlawful harassment, including sexual harassment, will not be tolerated.

2.3 Both parties agree that they will not retaliate against an employee because of the participation or lack of participation in union activities.

2.4 Employees who feel they have been the subjects of discrimination (including sexual harassment) or retaliation in violation of this Article are encouraged to discuss such issues with their supervisor or other management staff. Employees alleging discrimination under

2.1 or 2.2 may file a complaint in accordance with the College's Non-Discrimination policy. In cases where an employee files both a grievance and an internal complaint regarding the same alleged discrimination, the grievance will be suspended until the internal complaint process has been completed. Following completion of the internal complaint process, the Union may request the grievance process be continued. Such requests must be made within twenty-one (21) calendar days of the employee and the Union being notified in writing of the findings of the internal complaint.

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

2.6 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, Department of Education's Office for Civil Rights, or the Equal Employment Opportunity Commission.

ARTICLE 3

UNION RIGHTS AND ACTIVITIES

3.1 Right to Representation

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

3.2 Staff Representatives

A. The Union will provide the College with a written list of staff representatives assigned to the College. The Union will provide written notice to the College of any changes within thirty (30) calendar days of the changes.

B. Staff representatives may have access to the College's offices or facilities within their jurisdiction to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the College or unreasonably affect an employee's ability to accomplish assigned duties.

C. The College's written Board of Trustee or administrative policies pertaining to employees represented by the Union will be made available to staff representatives.

3.3 Union Stewards

A. Steward List

The Union will provide the College with a written list of current union stewards. The College will not recognize an employee as a union steward if the employee's

name does not appear on the list.

B. Release Time

Union stewards will be granted a reasonable amount of time during their core hours of work to investigate and process grievances in accordance with Article 31, Grievance Procedure. In addition, union stewards will be released during their core hours of work to prepare for and attend meetings within the bargaining unit and College for the following representational activities:

1. Management scheduled investigatory interviews and pre-disciplinary meetings in accordance with Article 30, Corrective Action, Discipline and Discharge;

2. Union-Management Committee meetings and Union-Management Committee pre-meetings in accordance with Article 29, Union-Management Committee;

3. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, or arbitration hearings in accordance with Article 31, Grievance Procedure; and

4. Management scheduled new employee orientation, in accordance with Article 8, Training and Employee Development.

C. Steward Mentoring

With the agreement of the College, a second shop steward may observe representational activities specified in Article 3.3.B.1 and Article 3.3.B.3 above for the purpose of mentoring and training. The WFSE will provide written notice of the union steward's name to the Human Resources Office prior to the training. The College may approve vacation leave or leave without pay for the second steward to attend the training.

D. Notification

The union steward will notify the supervisor before attending any meeting or hearing during the steward's core hours of work. All notifications must include the approximate amount of time the steward expects the activity to take. College business requiring the union steward's immediate attention will be completed prior to the steward attending the meeting or hearing. Union stewards will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the union steward's core hours of work. Attendance at meetings or hearings during the union steward's non-work hours will not be considered as time worked. Union stewards shall not use state/College owned vehicles to travel to and from a work site to perform representational activities unless authorized by the College.

If the amount of time a union steward spends performing representational activities is unreasonably affecting the steward's ability to accomplish assigned duties, the College will notify and discuss the concerns with the steward, the Chief Steward and the Council Representative and may not release the employee.

3.4 Employees

A. Release Time

Employees will be provided a reasonable amount of time during their core hours of work to meet with the union steward and/or staff representative to process a grievance. In addition, employees will be released during their core hours of work to prepare for and attend meetings or hearings scheduled by management for the following:

1. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, or arbitration hearings in accordance with Article 31, Grievance Procedure, and held during the employee's core hours of work;

    a. Subpoenaed Witnesses in an Arbitration
    When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee will not be required to use paid leave time for an appearance occurring during the employee's core work hours, provided that the testimony given is related to the employee's job function or involves matters the employee has witnessed, and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses.

2. Management scheduled investigatory interviews and/or pre-disciplinary meetings in accordance with Article 30, Corrective Action, Discipline and Discharge; and

3. Negotiations in accordance with Article 28, Mandatory Subjects.

B. Notification

The employee will notify their supervisor before attending any meeting or hearing during the employee's core hours of work. All notifications must include the approximate amount of time the employee expects the activity to take. College business requiring the employee's immediate attention must be completed prior to the employee attending the meeting or hearing. Employees will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the employee's core hours of work. Attendance at meetings or hearings during the employee's non-work hours will not be considered as time worked. If the amount of time an employee spends preparing for or attending meetings or hearings is unreasonably affecting the employee's ability to accomplish assigned duties, the College will notify and discuss the concerns with the employee, the Chief Steward and the Council Representative and may not release the employee. Use of State Facilities, Resources, and Equipment

C. Meeting Space and Facilities

The College's campuses and facilities may be used by the Union to hold meetings in accordance with College policy, availability of the space, and with prior written

authorization from the College.

D. Supplies and Equipment

The Union and employees shall not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone for representational purposes if there is no cost to the College, the call is brief in duration, and it does not disrupt or distract from the College's business.

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

The Union and employees will not use state-owned or operated e-mail, fax machines, or the Internet to communicate with one another regarding union business. Employees may use state-owned e-mail to request union representation. Union representatives and stewards may use state owned/operated equipment to communicate with the affected employees and/or the College for the exclusive purpose of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 31, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will be in accordance with Washington state law and:

1. Result in little or no cost to the College;

2. Be brief in duration and frequency;

3. Not interfere with the performance of their official duties;

4. Not distract from the conduct of state business;

5. Not disrupt other state employees and not obligate other employees to make a personal use of state resources;

6. Not compromise the security or integrity of state information or software; and

7. Not include general communication and/or solicitation with employees.

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

3.5 Bulletin Boards and Newsstands

The College will provide a designated bulletin board and space for the bulletin board for Union communication. Material posted on a bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws, and clearly identified as Union literature. Union information shall not be posted or otherwise disseminated at any other location on the College campus except as provided for in

Subsection 3.7, below.

3.6 Distribution of Material

An employee will have access to the employee's worksite for the purposes of distributing Union information to other bargaining unit employees provided:

A. The employee is off duty;

B. The distribution does not disrupt the College's operation;

C. The distribution will normally occur via desk drops. In those cases where circumstances do not permit distribution by this method, an alternative method will be mutually agreed upon; and

D. Distribution will not occur more than once per month, unless agreed to in advance by the College.

3.7 Time Off for Union Activities

A. Union-designated employees may request to be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions, and such requests will be granted, provided the absence of the employee(s) does not unreasonably interfere with the operating needs of the College as determined by management. If the requested absence is approved, employees may use leave, such as personal holiday or accrued vacation leave, instead of leave without pay.

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

3.8 Temporary Employment with the Union

With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union for a specified duration, not to exceed six (6) months, provided the employee's time off will not unreasonably interfere with the operating needs of the College as determined by management. The parties may agree to an extension of leave without pay up to an additional six (6) months. The returning employee will be employed in the same or a comparable position, provided such position is vacant or occupied by a temporary employee, and provided such reemployment is not in conflict with other articles in this Agreement. The employee and the College may enter into a written agreement regarding return rights prior to the commencement of leave.

3.9 College Committee Meetings

The College will continue its current practices requesting nominees from the Union to serve on College committees, where deemed appropriate. Time spent serving on College committees will be considered time worked. Both parties agree that college policies, should guide participation in such meetings.

3.10 WFSE Council President and Vice-President (if employed by the College)

A. Leave of Absence

Upon request of the Union, the College will grant leave with pay for the WFSE Council President and Vice-President for their term of office. The Union will give the College at least thirty (30) calendar days prior notice, unless otherwise agreed to in writing. The Union will reimburse the College for the "fully burdened costs of the positions" the College incurs as a result of placing the Council President and Vice-President on leave with pay during the period of absence. The Union will reimburse the College by the 20th of each month for the previous month.

B. Leave Balances

The President and Vice-President will accrue vacation and sick leave during the period of absence; however, when the President and Vice-President return to state service their leave balances will not exceed their leave balances on the date the period of absence commenced. If the President or Vice-President retire or separate from state service at the end of the period of absence, their leave balances will not exceed their leave balances on the date the period of absence commenced. Reporting of leave will be submitted to the College. All leave requests will be submitted within the required time limits.

C. Indemnification

The Union will defend, indemnify and hold harmless the College for any and all costs including attorney's fees, damages, settlements, or judgments, or other costs, obligations, or liabilities the College incurs as a result of any demands, claims, or lawsuits filed against the College arising out of or in relation to actions taken by the President or Vice-President, or their status as President and Vice President, during the period of absence.

D. Return Rights

The President and Vice-President will have the right to return to the same or a comparable position, provided such position is vacant or occupied by a temporary employee, and provided such reemployment is not in conflict with other articles in this Agreement. The employee and the College may enter into a written agreement regarding return rights prior to the commencement of the leave.

3.11 Collective Bargaining Negotiations-Release Time

The Union will provide the College a written list of the employees serving on the collective bargaining agreement negotiations team in accordance with Section 3.8 B, above.

The College will approve paid release time for up to five (5) formal negotiations sessions for up to three (3) Union team members. If additional sessions are needed, the costs for release time will be split evenly between the parties.

A. Subject Matter Experts

Either party may invite subject matter experts to present information during formal negotiation sessions when pertinent topics are under negotiations for a time period agreed to by the parties. The Union will provide the Employer with

the names of the employee subject matter experts seven (7) calendar days prior to the identified negotiation session(s), unless mutually agreed otherwise. The Employer will release the Union-selected subject matter experts to attend formal negotiations if their absence(s) does not cause a disruption of work or impact operations. The Employer may approve compensatory time, vacation time, personal holiday, personal leave, or leave without pay for the subject matter expert to attend negotiation sessions, or at the discretion of the supervisor an employee may adjust their work schedule to present as a subject matter expert in negotiations. Attendance at the formal negotiations session(s) during the employee subject matter expert's non-work time will not be compensated for nor considered time worked.

B. Confidentiality/Media Communication

Formal negotiations sessions will be closed to the press and the public unless agreed otherwise by the Chief Negotiators. No proposal will be placed on the parties' websites or other public places such as bulletin boards. The parties are not precluded from communicating with their respective constituencies about the status of negotiations while they are taking place. There will be no public disclosure or public discussion of the issues being negotiated until resolution is reached on all issues submitted for negotiations.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 Except as modified by this Agreement, the College retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

A. Determine the College's functions, programs, organizational structure and use of technology;

B. Determine the College's budget and size of the College's workforce and the basis, including financial, for any temporary or permanent increases or reductions to the size of the College's workforce;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the state and/or the College during emergencies;

E. Determine the College's mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the College;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Purchase services, subcontract work, and/or otherwise discontinue work functions performed by exempt staff;

I. Establish or modify the workweek, daily work shift, core hours of work and days off;

J. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;

K. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;

L. Select, hire, assign, reassign, evaluate, retain, promote, demote, and transfer, employees;

M. Determine, prioritize and assign work to be performed;

N. Determine training needs, methods of training and employees to be trained;

O. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions as deemed necessary by the College; and

P. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime for overtime-eligible employees.

4.2 The College has the right to exercise all of the above rights and the lawful rights, prerogatives and functions of management. The College's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.

ARTICLE 5

WORKPLACE BEHAVIOR

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

5.2 Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report, preferably in writing, this behavior to the employee's supervisor, a manager in the employee's chain of command and/or the Human Resources Office. The employee must identify the date the behavior took place or the date the employee could have reasonably known the behavior occurred, and the exact nature of the inappropriate behavior within twenty-eight (28) calendar days of the occurrence giving rise to the complaint. The College will investigate the reported behavior and take appropriate action if/as necessary. The employee and/or union representative will be notified upon conclusion of the investigation.
Retaliation against employees who make a workplace behavior complaint and witnesses who provide information will not be tolerated.

5.3 Substantive aspects of this Article are not subject to the grievance procedure. The procedural aspects of this Article are subject to Step 2 of the grievance procedure only. To determine if procedural aspects have been met, the employer will provide a summary of actions taken upon request. No other grievance steps apply.

ARTICLE 6

HIRING AND APPOINTMENTS

6.1 Filling Positions

The College will determine when a position will be filled, the type of appointment to be used when filling the position, and the knowledge, skills, and abilities necessary to perform the duties of the specific position. The College shall determine whether a position will be filled on a full-time or part-time basis. Consideration will be limited to individuals who have the knowledge, skills, abilities, and qualifications required for the position as determined by the appointing authority and/or designee.

6.2 Types of Exempt Positions

A. Regular or "Continuing" Exempt Positions

Regular or "continuing" exempt positions are positions that are established and funded on a continuing twelve-month period at either a full-time or a part-time level by the College. The College shall determine if an appointment to a

regular exempt position is made through an external competitive process, or an internal-only competitive process.

B. Temporary Exempt Position Appointments

Temporary exempt position appointments are appointments that are made to temporary positions for no more than a one-year period and are not expected to become regular "continuing" positions. Temporary positions are either full-time or part-time exempt positions funded for a twelve-month temporary period of up to one year. A temporary exempt position appointment may also be made to a regular exempt position that is temporarily open due to an incumbent's incapacity or unavailability.

C. Project Exempt Positions

Project exempt positions are positions that are full-time or part-time twelve-month exempt positions supported on a short-term basis with grant, contract and/or the College's reserve funds for the completion of a specific project. Exempt project positions will normally last only for as long as the funding is available but not beyond the duration of the project. 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.

6.3 Recruitment of Candidates

The College will determine the type of recruitment and selection methods to be used when filling a position.

A. Open Competitive Recruitment

Appointment to a regular, temporary, or project exempt position vacancy through an open competitive recruitment process which includes targeted external outreach and advertising of the open exempt position, designed to recruit a diverse and qualified candidate pool for vacant exempt positions.

1. Opportunities for Bargaining Unit Applicants

The College recognizes the importance of creating and maintaining opportunities for career advancement for qualified bargaining unit employees. When a bargaining unit position becomes available that the College intends to fill, the College will give consideration to qualified bargaining unit employees who have applied for the position. If there are qualified bargaining unit applicants for the position, the appointing authority and/or designee will invite them to participate in the initial interviews.

2. Opportunities for Eligible, Former Bargaining Unit Employees

Former Bargaining unit employees who are eligible will be given priority consideration and inclusion for purposes of internal applicant interviews, for a two-year period following the effective date of their eligibility. In order

to receive priority consideration, the employee must notify Human Resources at the time of their eligibility of the desire to maintain priority consideration status. An employee who has given such notice, who applies for a vacant bargaining unit position within two years of eligibility, and who is qualified for the position, will be given consideration (along with any other qualified bargaining unit applicants).

B. Internal-Only Recruitment

Appointing authorities and/or designee may request use of an internal-only recruitment process.

C. Temporary Appointments or Assignments

A temporary appointment or assignment may be filled by appointment at the College's discretion, outside the open or Internal-Only recruitment process. An Appointing Authority and/or designee, may request and the College may approve the extension of the temporary appointment for an additional six (6) months.
Temporary positions and/or assignments may not become a regular "continuing" appointment except through an open recruitment process.

6.4 Appointment Requirements

In keeping with the College's Background Check policy, the Appointing Authority, (or designee) who is authorizing the appointment is responsible for conducting any applicable reference and pre-employment background checks; and obtaining documentation of appointee's relevant qualifications, including transcripts, diplomas and credentials. It is the responsibility of the candidate/appointee to furnish requested documentation. Documentation will be retained in the Human Resources Office. In those cases where questions arise, the burden of proof concerning the validity of such documentation lies with the candidate/appointee, not the College.

Criminal system background checks required by either state law and/or college procedure will be conducted by the Human Resources Office.

6.5 Probationary Period

Upon hire the supervisor will review the expectations for the position with the employee. Priorities, duties and expectations will be monitored and reviewed regularly. The probationary period will be six (6) months of continuous employment from the date on which an employee starts employment in a regular exempt or project exempt position. The College may extend a probationary period beyond six (6) months, as long as the extension does not cause the total period to exceed twelve (12) months. If a probationary period is extended, a written explanation of the reason for the extension will be provided to the employee. If the extension is based on performance issues, the employee will receive a performance improvement plan.

The College may separate a probationary employee at any time during the probationary period (apart from any applicable return rights). The separation of a probationary employee will not be subject to the grievance procedure.

6.6 Appointment Duration

Appointments to exempt positions at the College will be offered a contract that lasts from their appointment until July 1 of the calendar year. Notification of non-renewal of contracts will occur prior to May 1 of the calendar year.

ARTICLE 7

HOURS OF WORK AND OVERTIME

7.1 Overtime-Exempt Employees

Overtime-exempt employees are not covered by state or federal overtime laws. Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to accomplish the job duties for which they were hired. Individual employees may have scheduled hours they are expected to work during the day and week, as determined by individual supervisors. The salary paid to overtime-exempt employees is full compensation for all hours worked. These employees are accountable for their work product, and for meeting the objectives of the College. The following applies to employees covered under this Agreement:

A. The College determines the products, services, and standards that must be met by overtime-exempt employees.

B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours per week. Part-time overtime-exempt employees are expected to work proportionate hours.

C. Overtime-exempt employees may alter their assigned core hours of work with their Supervisor's approval. Employees are responsible for keeping their supervisor apprised of their schedules and whereabouts. Prior approval from the supervisor for the use of paid or unpaid leave for absences greater than two (2) or more hours is required, except for unanticipated sick leave. Occasional absences of less than two (2) hours do not require the use of paid or unpaid leave, however employees must inform their supervisor of those absences and receive approval to be away.

Due to the nature of overtime-exempt work, employees may occasionally work hours that do not allow for an ideal balance

between work and non- work time. When this occurs, employees may consult with their supervisors to adjust their work hours within the workweek, pay period, or month to accommodate a more appropriate balance between extended work time and offsetting time off. An employee's immediate supervisor or the supervisor's designee may approve overtime-exempt employee absences with pay for extraordinary or excessive hours worked, without charging leave.

7.2 Overtime-Eligible Employees

Definitions

A. Full-time Employees
Employees who are scheduled to work forty (40) hours per workweek.

B. Overtime-Eligible Employees
Employees who are covered by the overtime provisions of state and federal law.

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

D. Work Schedules
Workweeks and work shifts of different numbers of hours established by the College in order to meet business and customer service needs, in accordance with federal and state laws.

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

F. Workday
One (1) of seven (7) consecutive twenty-four (24) hour periods in a workweek.

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

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

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

J. Work

The definition of work, for overtime purposes only, includes:

1. All time actually spent performing the duties of the assigned job.

2. Travel time required by the College during normal work hours from one work site to another or travel time prior to normal work hours to a different work location that is greater than the employee's normal home-to-work travel time and all travel in accordance with applicable wage and hour laws.

3. Vacation leave,

4. Sick Leave,

5. Compensatory time,

6. Holidays, and

7. Any other paid time not listed below.

K. Work for Overtime Purposes Does Not Include:

1. Shared leave,

2. Leave Without Pay,

3. Additional compensation for time worked on a holiday.

7.3 Overtime Eligibility and Compensation

Overtime eligible employees who have prior approval and work more than forty (40) hours in a workweek will be compensated at the overtime rate. An employee whose workweek is less than forty (40) hours will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work more than forty (40) hours in a workweek.

7.4 Overtime-Eligible Employees Unpaid Meal Periods

The College and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible, taking into account the College's work requirements and the employee's wishes. Employees working more than three (3) hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume their unpaid meal period following the interruption, if possible. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid

meal period. A portion of an unpaid meal period may occasionally be used for late arrival or early departure from work when approved by the supervisor and the remaining portion of the unpaid meal period is a minimum of thirty (30) minutes. Meal and rest periods will not be combined.

7.5 Overtime-Eligible Employees Paid Meal and Rest Periods for Straight Shift Schedules

The College and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Employees will be allowed rest periods of fifteen (15) minutes for each one half (1/2) shift of four hours worked at or near the middle of each one half (1/2) shift of four or more hours. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one half (1/2) shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

7.6 Overtime-Eligible Employees Rest Periods

The College and the Union agree to rest periods that vary from and supersede the rest periods required by WAC 296-126-092. Employees will be allowed rest periods of fifteen
(15) minutes at or near the middle of each one half (1/2) shift of four (4) or more hours. Rest Periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one half (1/2) shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

7.7 Overtime-Eligible Employees – Positive Time Reporting

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

7.8 Compensatory Time for Overtime-Eligible Employees

A. Compensatory Time Eligibility

The College may grant compensatory time in lieu of cash payment for an overtime- eligible employee, upon agreement between the College and the employee. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.

B. Maximum Compensatory Time

Employees may accumulate no more than one hundred and sixty (160) hours of compensatory time.

C. Compensatory Time Use

An employee must use compensatory time prior to using vacation leave unless this would result in the loss of their vacation leave or the employee is using vacation leave for Domestic Violence Leave. Compensatory time must be used and scheduled in the same manner as vacation leave. Employees may use compensatory time for leave as

required by the Domestic Violence Leave Act, RCW 49.76. The College may schedule an employee to use his or her compensatory time with seven (7) calendar days' notice.

D. Compensatory Time Cash Out

1. All compensatory time must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor will contact the employee to review their schedule. The employee's compensatory time balance will be cashed out every June 30th or when the employee separates from the College. The College may continue its current practice with respect to compensatory time cash out when the employee transfers to another position.

2. As an exception to 7.8 D. 1 above, an appointing authority or their designee may allow an employee to carry forward up to twenty-four (24) hours of compensatory time past June 30th when the compensatory time was earned during the months of May and June and the employee's workload does not allow them to take time off.

7.9 Overtime Eligible Employees Work Schedules

A. Regular Work Schedules

1. The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, with two (2) consecutive days off and starting and ending times as determines by the requirements of the position and the College. The College may adjust the regular work schedule with prior notice to the employee as described below. If the Employer extends an employee's daily work schedule on any given day, the Employer will not adjust another workday or the employee's workweek to avoid the payment of overtime. The provision will not apply when the employee requests they adjust their hours within the workweek and works no more that forty (40) hours within the workweek.

B. Alternate Work Schedules

1. Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees by the College in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state law. Employees may request alternative work schedules and the College may

approve the request if the College believes the requested alternate schedule complies with business and customer service needs.

C. Schedule Changes

1. Temporary Schedule Changes
Employees' workweeks and/or work schedules may be temporarily changed with prior documented written work schedule change notice from the College and a copy provided to the employee. A temporary schedule change is defined as a change lasting twenty-one (21) calendar days or less. Overtime-eligible employees will receive twenty-eight (28) calendar days' written notice of any temporary schedule change. The day that notification is given is considered the first day of notice. Notice will normally be given to the affected employees during their scheduled working hours. If any affected employee is on extended leave, notice may be sent to the employees' last known address. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a temporary schedule change.

2. Permanent Schedule Changes
Employees' workweeks and work schedules may be permanently changed with prior documented written work schedule change notice from the College and a copy provided to the employee. Overtime-eligible employees will receive twenty-eight (28) calendar days' written notice of permanent schedule change. The day notification is given is considered the first day of notice. Notice will normally be given to the affected employee during their scheduled working hours. If an affected employee is on extended leave, notice may be sent to the employee's last known address. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

3. Emergency Schedule Changes
The College may adjust an overtime-eligible employee's workweek and work schedule without prior notice in emergencies or unforeseen operational needs.

4. Employee Requested Schedule Changes
Overtime-eligible employees' workweeks and work schedules may be changed at the employee's request and with the

College's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred.

ARTICLE 8

TRAINING AND EMPLOYEE DEVELOPMENT

8.1 The College and the Union recognize the value and benefit of education and training designed to enhance employees' ability to perform job duties. Training and employee development opportunities will be provided to employees in accordance with College policies, available resources, and employee training needs.

8.2 Attendance at College-required training will be considered time worked. The College will make reasonable attempts to schedule College-required training during an employee's core work hours. The College will pay the registration and associated travel costs in accordance with Article 24, Travel and Per Diem, for College-required training.

8.3 Collective Bargaining Agreement Training

A. The Union will provide training to employees covered under this Agreement. Employees will be released with pay on one (1) occasion for up to two (2) hours to attend the training related to this Agreement. The Union will notify the Human Resources Office, in writing, at lease fourteen (14) calendar days prior to the date and time for training related to this Agreement.

B. The Union will provide training to current union stewards within the bargaining unit. Union stewards will be released on one (1) occasion for up to four (4) hours to attend the training. The parties will agree on the date, time, number and names of stewards attending.

C. The College will provide training to managers and supervisors on this Agreement.

8.4 Training or Professional Development Opportunities

Employees and supervisors will identify training and professional development opportunities that support the mission of the College, the employee's position and duties, and the professional development of the employee. If resources are available and business needs allow, identified opportunities may be distributed or posted and will be granted to employees during core work hours. If resources have not been allocated to pay for such opportunities, employees will have the option of paying for the opportunities themselves and may be allowed to attend and participate during core work hours, provided such participation does not unreasonably interfere with business needs.

8.5 New Employee Orientation and Access to New Employees

A. The College will provide the Union reasonable access to new employees to present information about the employee's bargaining unit for thirty (30) minutes in duration. Reasonable access means:

1. Access to new employees will occur with ninety (90) calendar days of the employee's start date in the bargaining unit,

2. During the new employee's regular work hours, and

3. At the employee's regular worksite (i.e., the Mottman Campus or the Lacey Campus).

B. When the College schedules a new employee orientation program, the Union's Council Representative and Chief Shop Steward will be given as much advance notice as possible of the date and time when an orientation is scheduled. The College will provide the Union's Council Representative and Chief Shop Steward with a list of confirmed attendees, including names and applicable WFSE CBA, in advance. A representative from the Union will be provided access to new employees during new employee orientation in accordance with Article 8.5 A above.

C. When the College provides a new employee orientation online, the College agrees to provide each new employee with an orientation package provided by the Union. In addition, at a time and location mutually agreed to by the College and the Union, the Union will be provided access to new employees in accordance with Article 8.5 A above.

8.6 Professional Associations and Conferences

The College will consider and may grant requests to fund enrollment in professional associations or to attend conferences. Such consideration by the College will be dependent on available resources, the benefit to the College of membership and participation, and whether participation unreasonably interferes with business needs of the College. However, the College will pay for at least two institutional memberships in Professional Association for the College. In addition, the College will provide a minimum of $20,000 every fiscal year for bargaining unit members' attendance at conferences, those funds will include total costs including travel, lodging, registration and all other costs associated with the conference, exclusive of wages and employment benefits. Conference attendance must be approved by the College.

Nothing precludes the College from providing more funding for this purpose for professional development.

ARTICLE 9

DUES DEDUCTION AND STATUS REPORTS

9.1 Union Dues

A. Upon receipt of the employee's written authorization, the College will deduct from the employee's salary, an amount equal to the dues required to be a member of the Union. The College will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

B. Forty-five (45) calendar days prior to any change in dues, the Union will provide notice to the College of the percentage and maximum dues to be deducted from the employee's salary.

9.2 Notification to Employees

The College will 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. Upon appointment to a bargaining unit position, the College will furnish the employees with membership materials provided by the Union and a payroll deduction authorization form. The College will inform bargaining unit employees in writing with a copy to the Union if they are subsequently appointed to a position that is not in the bargaining unit.

9.3 The College agrees to deduct an amount equal to the membership dues from the salary of employees who request such deduction in writing within thirty (30) days of the receipt of a properly completed request submitted to the appropriate payroll office. Such request will be made on a Union payroll deduction authorization card. The College will honor the terms and conditions of each employee's signed membership card.

9.4 An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Union in accordance with the terms and conditions of their signed membership card. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after timely receipt by the College's payroll office of confirmation from the Union that the terms of the employee's signed membership card regarding dues deduction revocation have been met.

9.5 Voluntary Deduction

A. **PEOPLE (Public Employees Organized to Promote Legislative Equality)** The College agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving

written notice to both the College and the Union. The College agrees to remit any deductions made pursuant to this provision to the Union no later than the 12th of the month following the payroll period from which it was deducted together with a report showing:

1. Employee name;

2. Unique employee system identification number; and

3. Amount deducted.

The parties agree this Section satisfies the College's obligations and provides for the deduction authorized by RCW 41.04.230.

B. Trustmark Universal Life Insurance and Long-Term Care

Following the successful implementation of ctcLink the College agrees to deduct from the wages of an employee who is a member of the Union a deduction for the Trustmark Universal Life Insurance with Long Term Care as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The College agrees to remit any deductions made to Trustmark to the Union no later than the 12th of the month following the payroll period from which it was deducted together with a report showing:

1. Employee name;
2. Unique employee system identification number;
3. Amount deducted; and
4. Deduction code.

9.6 Employee Status Reports

Each month, the College will provide the Union a list of all employees in the bargaining units. The electronic list will be sent to WFSE headquarters no later than the 12th and 27th of each month following the payroll period from which it was deducted.

A. The College will report:

1. Employee name

2. Permanent address

3. Work telephone number, if available;

4. Primary contact number, if available

5. Work email address, if available;

6. Job title;

7. Unique employee system identification number;

8. Position number, if available;

9. College codes;

10. Home department name, if available;

11. Work location;

12. Employee type;

13. Seniority date;

14. Employment date;

15. Job percent of full;

16. Total salary from which union dues/fees are calculated;

17. Salary;

18. Union deduction code(s), if available, and amount(s)

19. Work county code and name, if available;

20. Bargaining unit code;

21. Whether an employee has been appointed to, separated from, or moved out of the bargaining unit, and the effective date of such action;

22. Retirement benefits plan; and

23. Overtime-exempt or overtime-eligible status.

A. The Union will maintain the confidentiality of all employees' permanent, home and/or mailing addresses.

9.2 Indemnification

The Union agrees to indemnify and hold the College harmless from all claims, demands, suits or other forms of liability that arise against the College for

compliance with this Article, any issues related to the deduction of dues, and any issues related to Employee Status Reports, including reimbursement for any legal fees or expenses incurred in connection with such action. The Union will indemnify the College for any violation of employee privacy committed by the Union pursuant to this Article.

ARTICLE 10

PERFORMANCE EVALUATION

10.1 Purpose

The purpose of the performance evaluation is to exchange information about the employee's performance and to adjust or refine the goals and expectations of the position and the professional goals of the employee. The exchange of information is intended to contribute to the development of the employee.

Regular communication between the employee and their supervisor should address strengths, accomplishments, and/or failure to meet expectations related to the employee's performance. Any critical aspects of the evaluation should not come as a surprise to the employee. The evaluation is not a substitute for regular communication, rather, a structured complement to it.

10.2 Process

A. An employee will receive at least one (1) performance evaluation at or near the end of their first year of employment. Thereafter, an employee will receive a performance evaluation at least every year. Any evaluation cycle for which an employee is not evaluated will be construed to mean the employee has performed satisfactorily.

B. The evaluation will be conducted by a supervisor, generally the immediate supervisor.

C. The employee will be provided an opportunity to contribute a self-evaluation, reflecting on the employee's goals and achievements.

D. The evaluation process will include the opportunity for a face-to-face meeting between the employee and the supervisor conducting the evaluation to discuss expectations and goals for the next evaluation period.

E. At the time the performance evaluation is administered, the employee's position description will be reviewed to ensure that expectations and goals align with the position description.

F. Following any face-to-face meeting, the supervisor will provide a written evaluation of the employee. The employee will be provided an

opportunity to provide a written response, to be included in the personnel file with the evaluation, to the supervisor's written comments.

G. If an employee has been fully or partially exonerated of a specific discipline resulting from misconduct through the disciplinary grievance procedure, via a

settlement agreement, or as a result of arbitration instruction(s), or if the Employer determines that allegations of misconduct are false in whole or in part, reference(s) to the specific discipline in the performance evaluation will be redacted. If the Employer fails to redact the specific reference(s) to the discipline that has been exonerated, the failure to redact the reference(s) is subject to the grievance procedure up to Step 2.

H. Performance evaluations will not be used to initiate personnel actions such as transfer, promotion, or discipline.

10.3 Retention of Performance Evaluations

Employees may submit a written request to have an evaluation removed from the personnel file after a period of three (3) years.

10.4 Review of Position Descriptions

At the time the performance evaluation is administered, the employee's position description will be reviewed, and if deemed appropriate by the supervisor, will be revised to assure that expectations, goals, and job duties align with the position description. If the employee's job duties significantly change prior to the employee's next performance evaluation, a review of the position description may be requested by the employee or the employee's supervisor through the Human
Resources Office.

10.5 Grievability

The specific content of a performance evaluation is not subject to Article 31, Grievance Procedures, except as provided in Article 10.2.G.

ARTICLE 11

EMPLOYEE FILES

11.1 The College will maintain one (1) official personnel file for each employee. Human Resources Office will maintain the personnel file. This will not preclude the maintenance of all lawful files and records as needed by the College. Additional employee files may include supervisory files, attendance files, payroll files, and medical files. All references to "supervisory file" in this Agreement refer to a file kept by the employee's direct supervisor.

11.2 Each employee has the right to review their personnel file, supervisory file, attendance file, payroll file and medical file. The College will determine the location of all employee files. An employee may arrange to examine their own employee files on work time. Written authorization from the employee is required before any representative of the employee will be granted access to employee files. Review of employee files will be in the presence of a College representative during business hours. The employee and/or representative may not remove any contents. The College may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative.

11.3 An employee may insert a reasonable amount of job-related material in their personnel file that reflects favorably on their job performance. An employee may provide a written rebuttal to any information in the files that the employee considers objectionable.

11.4 Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing, will be promptly removed from the employee's files. The College may retain this information in a legal defense file in accordance with RCW 41.06.450.

11.5 When documents in an employee file are the subject of a public disclosure request under RCW 42.56, the College will provide the employee with a copy of the request at least ten (10) calendar days in advance of the intended release date.

11.6 Employees will be provided a copy of all adverse material at the time the materials are included in the personnel file.

11.7 Information in employee files will be retained only as long as it has a reasonable bearing on the employee's job performance or upon the efficient and effective management of the College.

11.8 Anonymous material, not otherwise substantiated, will not be placed in an employee file.

11.9 The College will ensure the security and confidentiality of employee files.

11.10 Medical files will be kept separate and confidential in accordance with state and federal law.

11.11 Supervisory files will be purged of the previous year(s)' job performance information following completion of the performance evaluation cycle, unless there is pending litigation or disciplinary action that the supervisor believes warrants retention of the information.

11.12 Removal of Documents

A. Records of disciplinary actions will be removed from the official personnel file after three (3) years if:

1. There has been no subsequent discipline;

2. There is no pending discipline or litigation for which the disciplinary action is considered relevant by the College;

3. The employee submits a written request for its removal.

Nothing in this Section will prevent the College from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

ARTICLE 12
HOLIDAYS

12.1 Holidays

A. The following days are paid holidays for all eligible employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Friday immediately following the fourth Thursday in November
Christmas Day	December 25
Personal Holidays	

B. The following are unpaid holidays for all eligible employees:

Holidays for a reason of faith or conscience, in accordance with Section 12.5.

12.2 Observance of Holidays

The Board of Trustees may establish calendars that observe holidays on dates other than those listed above, or as modified by current institutional practices.

12.3 Holiday Rules

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

A. Employees will be paid their regular rate of pay even though they do not work on the holiday. Part-time employees will receive holiday pay on the same proportional basis that their appointment bears to full-time employment.

C. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.

D. When a holiday falls on a Saturday, the Friday before will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

E. Overtime-Exempt Employees

1. Overtime-exempt employees will be paid their regular rate of pay for the hours actually worked on a holiday.
2. If an overtime-exempt employee is required to work on a holiday, the College will provide an alternate day off. If an employee's request is denied, they will be granted an extension to the next pay period to take their day off.
3. When a holiday falls on the employee's scheduled day off the College will provide an alternate day off to taken during the same workweek or during the pay period immediately following the holiday.

F. Overtime-Eligible Employees

1. An overtime-eligible employee who is required to work on the holiday will be paid for the hours actually worked at the overtime rate.
2. When a holiday falls on the employee's scheduled day off the College will provide an alternate day off within the same workweek.

12.4 Personal Holidays

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

A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during the two (2) year period.

B. The College will release the employee from work on the day selected as the personal holiday if:

1. The employee has given at least seven (7) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.
2. The number of employees choosing a specific day off allows the College to continue its work efficiently.

C. Personal holidays may not be carried over to the next calendar year except when an eligible employee's request to take their personal holiday has been denied or canceled. The employee will attempt to reschedule their personal holiday during the balance of the calendar year. If the employee is unable to reschedule the day, it will be carried over to the next calendar year.

D. Supervisors may adopt eligibility policies to determine which requests for particular dates will be granted if all requests cannot be granted.

E. The pay for an employee's personal holiday will be equivalent to the employee's core hours of work on the day selected for the personal holiday absence.

F. Part or all of a personal holiday may be donated to another employee for shared leave as provided in RCW 41.04.665. When donating a personal holiday for shared leave, a personal holiday for a full-time employee is eight (8) hours and a personal holiday for a less than full-time employee is pro-rated. Any remaining portions of a personal holiday or any portion returned to the employee must be taken as one (1) absence, not to exceed the employee's core hours of work on the day of the absence.

G. Part or all of a personal holiday may be used for:

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

2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 18.13; or

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

H. Any remaining portions of a personal holiday must be taken as one (1) absence, not to exceed the employee's core hours of work on the day of the absence.

I. The College may allow an employee who has used all of their sick leave to use all of a personal holiday as provided in Article 14.2, Sick Leave Use.

12.5 Unpaid Holidays for a Reason of Faith or Conscience

Leave without pay will be granted for a reason of faith or conscience for up to two (2) workdays per calendar year as provided below.

A. Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization in accordance with RCW 1.16.050.

B. The employee may select the days on which the employee desires to take the two (2) unpaid holidays after consultation with the College. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the College as defined by WAC 82-56 or the employee is necessary to maintain public safety.

C. An employee's unpaid holiday for a reason of faith or conscience must be used in full workday increments and is equivalent to the employee's work shift on the day selected for the unpaid holiday.

D. A permanent or probationary employee who is on a unpaid holiday for reasons of faith and conscience on a work shift preceding a paid holiday, as designated in Article 12.1, will receive holiday pay for the designated holiday.

E. An employee's seniority date and probationary period will not be affected by leave without pay taken for a reason of faith or conscience.

F. Employees will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

ARTICLE 13

VACATION LEAVE

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

13.2 Vacation Leave Accrual – Full-Time Employees
Full-time employees will accrue sixteen (16) hours, of vacation leave per each calendar month of completed service.

A. Vacation leave accruals for the calendar month will be credited and available for employee use on the last day of the month.

B. Employees hired the 1st through the 15th of the month will receive the vacation leave accrual credit for that month. Employees hired on the 16th through the end of the month will not receive a vacation leave accrual credit for that month.

C. Employees who separate from employment with the Employer between the 1st through the 15th of the month will not receive a vacation leave accrual for that month. Employees who separate from employment with the Employer between the 16th through the end of the month will receive the vacation leave accrual credit for that month.

D. Vacation leave will not accrue during a month when leave without pay exceeds eighty (80) hours in any calendar month, nor will credit be given toward the rate of vacation leave accrual except during military leave without pay.

13.3 Vacation Leave Accrual - Part-Time Employees

Employees working less than full-time schedules will accrue vacation leave on the same proportional basis that their appointment bears to a full-time appointment.

A. Vacation leave accruals for the calendar month will be credited and available for employee use on the last day of the month.

B. Employees hired the 1st through the 15th of the month will receive the vacation leave accrual credit for that month. Employees hired on the 16th through the end of the month will not receive a vacation leave accrual credit for that month.

C. Employees who separate from employment with the Employer between the 1st through the 15th of the month will not receive a vacation leave accrual for that month. Employees who separate from employment with the Employer between the 16th through the end of the month will receive the vacation leave accrual credit for that month.

D. Employees working less than a full-time schedule will not accrue vacation leave during a month when leave without pay exceeds the amount that is the same proportional basis that their appointment bears to a full-time appointment, nor will credit be given toward the rate of vacation leave accrual except during military leave without pay.

13.4 Vacation Scheduling for All Employees

A. Leave will be charged in the amount actually used by the employee.

B. Employees will submit requests for vacation leave in advance unless the use of leave was unanticipated, such as the use of vacation leave for unanticipated sick- leave purposes. Leave requests for unanticipated leave will be submitted by the employee no later than the first day upon returning to work.

C. When considering requests for vacation leave, the College will take into

account the desires of the employee but may require that leave be taken at a time appropriate to business and customer service needs.

D. An employee will not request or be authorized to take scheduled vacation leave if the employee will not have sufficient vacation leave to cover such absence at the time the leave will commence.

E. An employee who lacks sufficient vacation leave to cover all time scheduled for vacation may not take the time off in excess of available accrued leave as leave without pay unless authorized by management in advance of the absence.

F. Vacation leave will be approved or denied within ten (10) calendar days of the request. If the leave is denied, a reason will be provided in writing.

13.5 Family Care

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

13.6 Military Family Leave

Employees may use vacation leave for leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Section 18.13 of Article 18 Leave Without Pay.

13.7 Domestic Violence Leave

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

13.8 Use of Vacation Leave for Sick Leave Purposes

The College may allow an employee who has used all of their sick leave to use vacation leave for sick leave purposes as provided in Section 14.2 A-I of Article 14–Sick Leave.

13.9 Emergency Childcare and Eldercare

Employees may use vacation leave for childcare and eldercare emergencies. Use of vacation leave and sick leave for emergency childcare is limited to a combined maximum of five (5) days per calendar year. The Employer may approve the use of more vacation and sick leave for emergency childcare and/or eldercare according to the business needs of the College.

13.10 Vacation Cancellation

Should the College be required to cancel scheduled vacation leave because of an emergency or exceptional business needs, affected employees will be notified as soon as possible of the reason(s) for the cancellation. The employee may select new vacation leave from available dates. In the event the affected employee has incurred non-refundable, out-of-pocket vacation expense, the employee will be reimbursed by the College.

13.11 Vacation Leave Maximum

Employees may accumulate maximum vacation leave balances not to exceed two hundred and eighty (280) hours. However, there are three (3) exceptions that allow vacation leave to accumulate above the maximum:

A. If an employee's request for vacation leave is denied by the College, and the employee is close to the vacation leave maximum, the college will grant an extension for each month that the College must defer the employee's request for vacation leave.

B. An employee may also accumulate vacation leave days in excess of two hundred and eighty (280) hours as long as the employee uses the excess balance prior to June 30. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on June 30.

C. During the duration of this contract excess leave may be accrued up to two hundred and eighty (280) hours at the discretion of the appointing authority and/or designee.

13.12 Separation

A. Unused vacation leave credits of any employee who resigns to accept employment with another state agency or institution, without a break in state service, will transfer with the employee to the new employer.

B. Any employee, who resigns with adequate notice and will have a break in service because they have not accepted employment with another state agency or institution, retires, is laid off, or is terminated by the College, will be entitled to be paid for vacation leave credits.

C. The estate of a deceased employee will be entitled to payment for vacation leave credits.

ARTICLE 14

SICK LEAVE

14.1 Sick Leave Accrual

Full-time employees will accrue eight (8) hours of sick leave in a calendar month. Part- time employees will accrue sick leave credit on the same proportional basis that their employment schedule bears to a full-time schedule, up to a maximum of eight (8) hours in a calendar month.

A. Employees hired the 1st through the 15th of the month will receive the sick leave accrual credit for that month. Employees hired on the 16th through the end of the month will not receive a sick leave accrual credit

for that month.

B. Employees who separate from employment with the Employer between the 1st through the 15th of the month will not receive a sick leave accrual for that month. Employees who separate from employment with the Employer between the 16th through the end of the month will receive the sick leave accrual credit for that month.

C. Sick leave credit will not accrue for full-time employees during leave without pay which exceeds eighty (80) hours in any calendar month. Employees working less than a full-time schedule will not accrue sick leave during leave without pay that exceeds the amount that is the same proportional basis that their appointment bears to a full-time appointment.

D. Full-time and part-time employees in overtime-eligible positions who are not eligible to receive a sick leave accrual under the provisions of Sections 14.1 A, 14.1 B, and/or 14.1 C, will accrue sick leave at a ratio of one (1) hour of sick leave for every forty (40) hours worked.

E. Sick leave accruals for the calendar month will be credited and available for employee use on the last day of that calendar month.

14.2 Sick Leave Use

Sick leave will be charged in the amount actually used by the employee and may be used for:

A. A personal illness, injury or medical disability that prevents the employee from performing their job, or personal medical or dental appointments, and for reasons allowed under the Minimum Wage Requirements and Labor Standards, RCW 49.46.210.

B. Care of family members as allowed under RCW 49.46.210 and as required by the Family Care Act, WAC 296-130. Family members includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; sibling, spouse, registered domestic partner as defined by RCW 26.60.020 and RCW 26.60.030, aunt, uncle, cousin, nephew, significant other, son-in-law, daughter-in-law, brother-in-law, sister-in- law, grandparent, grandchild, or child, regardless of age or dependency status, including a biological, adopted or foster child, step child, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent and any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person and the individual depends on the employee for care. It does not include an individual who simply resides in the same home with no expectation that the employee care for the individuals. This includes corresponding individuals of employee's

spouse, significant other, or registered domestic partner. This also may include co-habitants at the discretion of the College.

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

D. In accordance with RCW 49.46.210, when an employee's place of business has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for such a health-related reason or after the declaration of an emergency by a local or state government or agency, or by the federal government. Health-related reason, as defined in WAC 296-128-600(8), means a serious health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include closure for inclement weather.

E. Childcare or eldercare emergencies. Use of sick leave and vacation leave for emergency childcare is limited to a combined maximum of five days per calendar year. The Employer may approve the use of more vacation and sick leave for emergency childcare and/or eldercare according to the business needs of the College.

F. To make arrangements for extended care for a family member under the age of eighteen (18) who has a health condition that requires treatment or supervision.

G. Preventive health care appointments of family members as defined in RCW 49.46.210 when the presence of the employee is required.

H. Leave for Military Family Leave as required by RCW 49.77 and in accordance with Article 18.13.

I. Leave for Domestic Violence Leave as required by RCW 49.76.

14.3 Use of Vacation Leave or Personal Holiday for Sick Leave Purposes

The College may allow an employee who has used all of their sick leave to use vacation leave or all of a personal holiday for sick leave purposes as provided in Subsection 14.2 A. – I.

14.4 Restoration of Vacation Leave

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

14.5 Sick Leave Reporting, Certification and Verification

An employee must promptly notify their supervisor on their first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If an employee is in a position where coverage is necessary if the employee is absent, the supervisor may impose additional, reasonable notice requirements appropriate to the coverage need (excluding leave taken in accordance with the Domestic Violence Act). If the Supervisor has a reasonable basis to believe sick leave is being used for an improper purpose, the Supervisor may require a written medical certificate for any sick leave absence. An employee returning to work after any sick leave absence may be required to provide written certification from their health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation. If medical certification or verification is required for employees in overtime- eligible positions, it shall be in accordance with the provisions of RCW49.46.210, WAC 296-128, and this Agreement.

14.6 Sick Leave Annual Cash Out

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

A. The employee's sick leave balance at the end of the previous calendar year exceeds four hundred eighty (480) hours;

B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred eighty (480) hours; and

C. The employee notifies the College's payroll office by January 31st that they would like to convert sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash. All converted hours will be deducted from the employee's sick leave balance.

14.7 Sick Leave Separation Cash Out

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

14.8 Reemployment

Former state employees who are reemployed within five (5) years of leaving state service will be granted all unused and unpaid sick leave credits they had at separation. If an employee is reemployed after retiring from state service, when the employee subsequently retires or dies, only unused sick leave accrued since the date of reemployment minus sick leave taken within the same period will be eligible for sick leave separation cash out, in accordance with Subsection 14.7.

14.9 Carry Forward and Transfer

Employees will be allowed to carry forward, from year to year of service, any unused sick leave allowed under this provision, and will retain and carry forward any unused sick leave accumulated prior to the effective date of this Agreement. When an employee moves from one state of Washington employer to another, without a break in service, the employee's accrued sick leave will be transferred to the new employer for the employee's use.

ARTICLE 15

SHARED LEAVE

15.1 Shared Leave

A. The purpose of the leave sharing program is to permit state employees, at no significantly increased cost to the State, of providing leave to come to the aid of another state employee who is:

1. Called to service in the uniformed services;

2. Responding to a state of emergency anywhere within the United States declared by the federal or state government;

3. Taking parental leave to bond with their newborn, adoptive or foster child;

4. Sick or temporarily disabled because of pregnancy;

5. A victim of domestic violence, sexual assault, or stalking; or

6. Suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition.

B. For purposes of the leave sharing program, the following definitions apply:

1. "Domestic violence" means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW 26.50.010; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.

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

3. "Employee's relative" normally will be limited to the employee's spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child, stepchild, grandchild, grandparent, or parent.

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

5. "Parental leave" means leave to bond and to care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period of up to sixteen (16) weeks after the birth or placement.

6. "Pregnancy disability leave" means leave for pregnancy-related medical condition or miscarriage.

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

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

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

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

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

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

15.2 Shared Leave Receipt

An employee may be eligible to receive shared leave if the College has determined the employee meets any of the following criteria:

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

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

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

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

E. The employee is taking parental leave and/or pregnancy disability leave.

F. The illness, injury, impairment, condition, call to service, emergency volunteer service, consequence of domestic violence, sexual assault, or stalking, or parental and/or pregnancy disability leave has caused, or is likely to cause, the employee to:

1. Go on leave without pay status; or

2. Terminate state employment.

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

H. The employee has depleted or will shortly deplete:

1. Vacation leave, sick leave and personal holiday if the employee qualifies under Subsection 15.2.A;

2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Subsection 15.2.B;

3. Vacation leave or personal holiday if the employee qualifies under Subsections 15.2.C or 15.2 D; or

4. Personal holiday and compensatory time if the employee qualifies for parental leave and/or pregnancy disability leave. Employees under this qualification can retain and reserve up to forty (40) hours each of vacation and sick leave.

I. The employee has abided by the College's policy regarding:

1. Sick leave use if the employee qualifies under Subsections 15.2.A and 15.2 D; or

2. Military leave if the employee qualifies under Subsection 15.2.B.

J. The employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under Subsection 15.2 A

15.3 Shared Leave Use

A. The College will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than five hundred twenty- two (522) days of shared leave during total state employment. The College may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because the employee is suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature.

B. The College will require the employee to submit, prior to approval or disapproval:

1. A medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem, and expected date of return-to-work status for shared leave under Subsection 15.2.A;

2. Verification of child birth or placement of adoption or foster care, or of a medical certificate from a licensed physician or health care provider verifying the pregnancy disability when the employee is qualified under parental leave and/or pregnancy disability leave.

3. A copy of the military orders verifying the employee's required absence for shared leave under Subsection 15.2.B; or

4. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency for shared leave under Subsection 15.2.C.

C. The College may require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic

violence, sexual assault or stalking for shared leave under Subsection 15.2.D. Such verification will be in accordance with the Domestic Violence Leave Act, RCW 49.76 and may be one or more of the following:

1. An employee's own written statement;

2. A statement from an attorney or advocate, member of the clergy, or medical or other professional; and/or

3. A court order or police report documenting the employee is a victim of domestic violence, sexual assault or stalking.

D. The College should consider other methods of accommodating the employee's needs, such as modified duty, modified hours, flex-time or special assignments in lieu of shared leave usage.

E. Donated leave may be transferred from employees within the same College, or with the approval of the heads or designees of both higher education institutions, state agencies or school districts/educational service districts, to an employee of another higher education institution, state agency or school district/educational service district.

F. Vacation leave, sick leave, or all or part of a personal holiday transferred from a donating employee will be used solely for the purpose stated in this Article.

G. The receiving employee will be paid their regular rate of pay; therefore, the value of one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary.

H. Eight (8) hours a month of accrued and/or shared leave may be used to provide for the continuation of benefits as provided for by the Public Employee's Benefit Board.

I. The College will respond in writing to shared leave requests within fourteen (14) calendar days of receipt of a properly completed request.

15.4 Leave Donation

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

A. The College approves the employee's request to donate a specified amount of vacation leave to an employee authorized to receive shared leave; and

1. The full-time employee's request to donate leave will not cause

their vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated; and

2. Employees may donate excess vacation leave that they would not be able to take due to an approaching anniversary date.

B. The College approves the employee's request to donate a specified amount of sick leave to an employee authorized to receive shared leave. The employee's request to donate leave will not cause their sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.

C. An employee may donate all or part of their personal holiday to an employee authorized to receive shared leave.

1. Any portion of a personal holiday that is not used will be returned during the same calendar year to the donating employee.

2. An employee will be allowed to split the personal holiday only when donating a portion of the personal holiday to the shared leave program.

D. No employee may be intimidated, threatened, coerced, or financially induced into donating leave for purposes of this program.

15.5 Shared Leave Administration

A. The calculation of the recipient's leave value will be in accordance with applicable Office of Financial Management policies, regulations, and procedures. The leave received will be coded as shared leave and be maintained separately from all other leave balances. All paid leave accrued must be used prior to using shared leave when the employee qualifies for shared leave under Subsection 15.2 A. Accrued vacation leave and paid military leave allowed under RCW 38.40.060 must be used prior to using shared leave for employees qualified under Subsection 15.2.B. All

paid leave, except sick leave, must be used prior to using shared leave when the employee qualifies for shared leave under Subsections 15.2.C and 15.2.D. However, for shared leave qualified under parental leave and/or pregnancy disability leave, the employee is required to deplete their personal holiday and all compensatory time. The employee is also required to deplete vacation leave and sick leave that is over forty (40) hours in each category.

B. An employee on leave transferred under these rules will continue to be classified as a state employee and will receive the same treatment in respect to salary, wages, and employee benefits as the employee would

normally receive if using accrued vacation leave or sick leave.

C. All salary and wage payments made to employees while on leave transferred under these rules will be made by the agency/institution employing the person receiving the leave.

D. Where Employers have approved the transfer of leave by an employee of another state agency/higher education institution or school district/educational service district to an employee of another state agency/higher education institution or school district/educational service district, the parties involved will arrange for the transfer of funds and credit for the appropriate value of leave in accordance with Office of Financial Management policies, regulations, and procedures.

E. Leave transferred under this Section will not be used in any calculation to determine the Employer's allocation of full-time equivalent staff positions.

F. Any shared leave not used by the recipient will be returned to the donor(s). Before returning unused leave:

1. The College will obtain a statement from the receiving employee's doctor verifying whether the employee's injury or illness is resolved; or
2. The employee must be released to regular employment; has not received additional medical treatment for their current condition or any other qualifying condition for at least six (6) months; and their doctor has declined, in writing, the employee's request for a statement indicating the employee's condition has been resolved.

The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors' appropriate leave balances based upon each employee's current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor's original donation.

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

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

I. If a shared leave account is closed and an employee later has the need to use shared leave due to the same condition listed in the closed account, the Employer must approve a new shared leave request for the employee.

ARTICLE 16

MISCELLANEOUS PAID LEAVES

16.1 Bereavement Leave

Up to five (5) days of paid bereavement, leave will be granted for the death of any family member defined in Article 14.2.

Sick leave may also be used for the death of a family member per Article 14, Sick Leave. In addition, the Employer may approve the employee's request to use vacation leave, personal holiday, personal leave day, or leave without pay for the purposes of bereavement and in accordance with this Agreement.

16.2 Employee Assistance Program

When approved in advance, employees will receive paid leave in accordance with the current EAP program rules for up to three (3) visits per calendar year through the Employee Assistance Program. Leave may include reasonable travel time.

16.3 Jury Duty Leave

Leave of absence with pay will be granted to employees for jury duty. An employee will be allowed to retain any compensation paid to the employee for their jury duty service. An employee will inform their Supervisor when notified of a jury summons and will cooperate in requesting a postponement of service if warranted by business demands. If an employee

is released from jury duty and there are more than two (2) hours remaining within their core hours of work, the employee shall return to work.

16.4 Personal Leave Day

Each employee who has been continuously employed by the College for more than four (4) months will be entitled to select two personal leave days each fiscal year, in accordance with the following:

A. Personal leave may not be carried over from one fiscal year to the next.

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

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

2. The number of employees choosing a specific day off allows the College to continue its work efficiently.

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

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

E. Upon request, an employee will be approved to use part or all of the employee's personal leave day for:

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

2. Leave as required by the Military Family Leave Act, RCW 49.77; or

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

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

16.5 Paid Professional Leave/Sabbaticals

Leave with pay may be granted for exempt employees to study, research, and engage in creative activities where the College believes the leave will enhance the College's instructional and research programs. Such leave will be granted in accordance with the provisions of RCW 28B.10.650.

16.6 Interviews

With prior notice, paid work time will be allowed for the purpose of interviewing for positions within state service, including positions at the College.
If travel is required for an

interview within state service, up to four (4) hours of paid work time will be allowed. Additional travel time will be granted through the use of paid leave, schedule adjustments, or leave without pay.

16.7 Life-Giving Procedures and Blood Plasma Donation

1. Employees will be granted paid leave, not to exceed thirty (30) calendar days in a two-year period, as needed for the purpose of participating in life-giving procedures. Such leave shall not be charged against sick leave or any other leave, and use of leave without pay is not required. If additional leave time beyond the thirty (30) calendar days in a two-year period is needed, employees may use accrued sick leave, vacation leave, compensatory time, or leave without pay.

2. A "life-giving procedure" is defined as a medically supervised procedure involving the testing, sampling, or donation of organs, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. "Life-Giving procedure does not include the donation of blood or plasma.

3. The Employer may take program implementation and staffing

requirements into account when scheduling leave. Employees will provide reasonable advance notice before taking such leave and will provide written proof from an accredited medical institution, physician, or other medical professional that the employee is participating in a life-giving procedure.

4. Blood, Platelets and/or Plasma Donation- Employees will be granted paid leave for the purpose of donating blood, platelets, and/or plasma. Paid leave granted for the donation of blood, platelets and/or plasma may not exceed two (2) hours every two (2) months. The Employer may take program implementation and staffing requirements into consideration when approving leave. Employees will provide reasonable advance notice before taking such leave.

16.8 The College will not be responsible for per diem or travel expenses under this Article.

ARTICLE 17
FAMILY AND MEDICAL LEAVE

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

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child;

2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;

3. Family medical leave to care for a spouse, child, parent or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030 who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner in accordance with the WFLA will not be counted towards the twelve (12) workweeks of FMLA;

4. Family medical leave for a qualifying exigency when the employee's spouse, child of any age or parent is on active call to active duty status in

the Armed Forces, the Reserves or National Guard for deployment to a foreign country.

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

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

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

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

B. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, personal holidays, shared leave, holidays, or any other form of paid time off.

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

17.3 The College will continue the employee's existing College-paid health insurance benefits during the period of leave covered by family medical leave. The employee will be required to pay their share of health care premiums. The College may require an employee to exhaust all paid leave prior to using any leave without pay, except that the employee will be allowed to use eight (8)

hours a month of accrued leave during each month to provide for the continuation of benefits as provided for by the Public Employees Benefit Board.

17.4 The College has the authority to designate absences that meet the criteria of family medical leave.

A. The use of any paid or unpaid leave (excluding leave for compensable work-related illness or injury) for a family medical leave-qualifying event will run concurrently with, not in addition to, the use of the family medical leave for that event. An employee, who meets the eligibility requirements listed in Subsection 17.1, may request family medical leave run concurrently with absences due to work-related illness or injury covered by workers' compensation at any time during the absence. Employees will not be required to exhaust all paid leave prior to using any leave without pay for a compensable work-related injury or illness.

B. An employee using paid leave during a family medical leave qualifying event must follow the notice and certification requirements relating to family medical leave usage in addition to any notice requirements relating to the paid leave.

17.5 Parental Leave

A. Parental leave will be granted to the employee for the purpose of bonding with their natural newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by family medical leave or leave without pay and pregnancy disability may only be denied by the College due to operational necessity. Such denial may be grieved beginning at the top internal step of the grievance procedure in Article 31 Grievance Procedure.

B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, or leave without pay. Parental leave may be taken on an intermittent or reduced schedule basis in accordance with Subsection 17.5 A.

17.6 Pregnancy Disability Leave

A. Leave for pregnancy or childbirth related disability is in addition to any leave granted under FMLA or WFLA.

B. Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth. An employee must submit a written request for disability leave due to pregnancy and/or childbirth in accordance with College policy. An employee may be required to submit medical certification or verification for the period of the disability. Such leave due to pregnancy and/or

childbirth may be a combination of sick leave, vacation leave, personal holiday, compensatory time, shared leave and leave without pay. The combination and use of paid and unpaid leave will be the choice of the employee.

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

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

17.9 Upon returning to work after the employee's own family medical leave-qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider.

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

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

17.12 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint regarding FMLA with the Department of Labor or regarding the WFLA with the Department of Labor and Industries.

17.13 Definitions used in this article will be in accordance with the FMLA and WFLA. The College and the employees will comply with any applicable state and federal family medical leave act regulations and/or interpretations in effect during the term of this agreement.

17.14 Washington Family and Medical Leave Program effective January 1, 2020
The parties recognize that the Washington State Family and Medical Leave program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval for leave for purposes as described under that Program shall be in accordance to RCW 50A.04. In the event the legislature amends all or part of the RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event the legislature repeals all or part of RCW 50A.04, those provisions repealed are considered by the parties to be expired and no longer in effect upon the effective date of the repeal.

ARTICLE 18
LEAVE WITHOUT PAY

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

A. Family and Medical Leave (Article 17);

B. Compensable work-related injury or illness leave (Article 20);

C. Military leave;

D. Cyclic employment;

E. Volunteer firefighting leave;

F. Military family leave;

G. Domestic violence leave; or

H. Leave for holidays for a reason of faith or conscience in accordance with Article 12.5.

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

A. Educational leave;

B. Child or elder care emergencies;

C. Governmental service leave;

D. Citizen volunteer or community service leave;

E. Conditions applicable for leave with pay;

F. Union Rights and Activities (Article 3);

G. Formal collective bargaining leave;

H. To accept a temporary position consistent with Article 6.2.B; or

I. As otherwise provided for in this Agreement.

18.3 Limitations

Excluding leave authorized under Article 18.2.H, leave without pay will be no more than twelve (12) months in any consecutive five (5) year period, except for:

A. Compensable work-related injury or illness leave;

B. Educational leave;

C. Governmental service leave;

D. Military leave;

E. Leave for serious health condition taken under the provisions of Article 17, Family and Medical Leave;

F. Leave authorized in advance by an appointing authority as part of a plan to reasonably accommodate a person of disability;

G. Leave to participate in union activities;

H. Volunteer firefighting leave; or

I. Domestic violence leave.

18.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position provided the position is available or in another position as determined by the College provided another position is available and further provided that such reemployment does not conflict with any other article(s) in this Agreement. The employee and the College may enter into a written agreement regarding return rights prior to the commencement of the leave.

18.5 Military Leave

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

18.6 Educational Leave

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

18.7 Child or Elder Care Emergencies

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

18.8 Governmental Service Leave

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

18.9 Citizen Volunteer or Community Service Leave

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

18.10 Formal Collective Bargaining Leave

Leave without pay may be granted to participate in formal collective bargaining sessions.

18.11 Volunteer Firefighting Leave

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

18.12 Military Family Leave

In accordance with the Military Family Leave Act, RCW 49.77, leave without pay will 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, 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 College 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.

18.13 Domestic Violence Leave

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

18.14 Requests – Approval or Denial

Requests for leave without pay will be submitted in writing. The College will approve or deny leave without pay requests within fourteen (14) calendar days, when practicable. At the request of an employee, the reason(s) for the denial will be provided in writing.

ARTICLE 19

SUSPENDED OPERATIONS

19.1 If the President or designee of the College determines that public health, property or safety is jeopardized, and it is advisable to suspend the operation of all or any portion of the College due to emergency conditions, inclement weather, or a natural disaster, the following will govern employees:

A. The College will identify the services required during suspended operations and notify employees required to work in accordance with the College's suspended operations procedures. Personnel required to work during suspended operations will be identified by the College dependent upon the situation and will be notified as far in advance as is reasonable and practical. Upon request, the Human Resources Office will make the suspended operations written procedures available to an employee.

B. During suspended operations when there are unsafe driving conditions or other hazards, the President or designee may allow off duty employees to remain at the College.

19.2 Overtime-Exempt Employees

A. Overtime-exempt employees scheduled but not required to work during suspended operations will have no loss in pay.

B. If an overtime-exempt employee is required to work during suspended operations, the College will provide an alternate day off. The alternate day off must be taken within six (6) months.

C. In the event the College remains open and fully functional but an overtime-exempt employee covered by this Agreement is unable to report to work due to inclement weather, and misses more than two (2) hours of work, the Employee will be allowed to use leave in the following order:

1. Any accrued vacation leave, personal leave or personal holiday.

2. Accrued sick leave, up to a maximum of three (3) days in any calendar year, once all vacation leave, personal leave, or personal holiday is exhausted.
3. Leave without pay.

4. Direct supervisor-approved adjustment work schedule.

5. Direct supervisor-approved adjustment to work schedule within a two (2) week period from the last date of the event.

6. Direct supervisor approved work at a remote location.

Absences due to inclement weather less than two (2) hours in duration will not require the use of leave. When leave is required, it will be used in the order listed above, and each type of leave will be exhausted before the next is used. However, employees will be allowed to use leave without pay instead of vacation or sick leave, at the employee's request.

19.3 Overtime-Eligible Employees

A. Overtime-eligible employees scheduled but not required to work during suspended operations will have no loss in pay for the first full day and any partial day of suspended operations.

1. The following options will be made available to the affected employees who are not required to work for the balance (i.e. beyond day 1) of suspended operations:

a. Vacation leave;

b. Personal holiday;

c. Personal leave;

d. Sick leave, up to a maximum of three (3) days in any calendar year, once all vacation leave or personal holiday is exhausted or none is available;

e. Leave without pay; or

f. Employee-requested schedule changes as an opportunity to make up work time lost (as a result of suspended operations) within the same work week.

g. Direct supervisor-approved adjustment to work schedule within a two (2) week period from the last date of the event.

h. Direct supervisor-approved remote location.

ARTICLE 20

COMPENSABLE WORK-RELATED INJURY OR ILLNESS

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave or vacation leave during a period in which they receive time-loss compensation will receive full sick leave or vacation leave pay in addition to any time-loss payments. In

lieu of submitting a leave request, and with prior approval from the supervisor, an employee suffering from a work-related injury or illness may be allowed to adjust their work schedule to attend needed medical appointments. Notwithstanding Section 18.1, of Article 18, Leave Without Pay, the College may separate an employee in accordance with Article 21, Reasonable Accommodation and Disability Separation.

Employees will not be required to use Family and Medical Leave for work-related illness or injuries covered by workers' compensation.

ARTICLE 21

REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

21.1 The College and the Union will comply with all relevant federal and state laws, and regulations providing reasonable accommodations to qualified individuals with disabilities. The College will maintain written procedures for reasonable accommodation for qualified individuals with disabilities. Upon request, The Human Resources Office will make the reasonable accommodation written procedures available to an employee.

21.1 An employee who believes that a disability exists and that they require a reasonable accommodation to apply for positions within the College, to perform the essential functions of their position, and/or to complete training offered by the College may request such an accommodation by submitting a request following the Colleges Reasonable Accommodation Procedure. The College (Human Resources) will acknowledge receipt of the request for reasonable accommodation or disability separation. The College will begin processing a reasonable accommodation request within fourteen (14) calendar days.

21.2 Employees requesting accommodation must cooperate with the College in discussing the need for and possible form of any accommodation. The College may require supporting medical documentation and may require the employee to obtain a second medical opinion at College expense. Medical information disclosed to the College will be kept confidential. Medical documentation will be kept in a secured location.

21.3 The College will determine whether an employee is eligible for a reasonable accommodation and if an accommodation can be provided. The employee will be provided written notice within fourteen (14) calendar days of the College's determination consistent with the Reasonable Accommodation Procedure in the Colleges Policies and Procedures.

21.4 An employee may be separated from service when the College determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be

reasonably accommodated. Determinations of disability may be made by the College based on an employee's written request for disability separation or after obtaining a written statement from a licensed physician or licensed mental health professional. The College can require an employee to obtain a medical examination, at College's expense, from a licensed physician or licensed mental health professional of the College's choice. Evidence may be requested from the licensed physician or licensed mental health professional regarding the employee's limitations.

21.5 When the College has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position for which the employee qualifies, or the employee requests separation due to disability, the College may immediately separate the employee.

21.6 The College will inform the employee in writing of the option to apply to return to employment prior to their separation due to disability. If requested by the separated employee, the College will provide assistance to individuals seeking reemployment under this Article for two (2) years following the date of separation. If reemployed by the College within two (2) years of a disability separation, the time between separation and reemployment will be in accordance to Article 33.2 I.

21.7 A disability separation is not a disciplinary action. Disability separation at the employee's request is not subject to the grievance procedure in Article 31 Grievance Procedure.

ARTICLE 22

DRUG AND ALCOHOL-FREE WORKPLACE

22.1 All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or controlled substances. The College is required to comply with the Drug-Free Schools and Communities Act (DFSCA), the Drug-Free Schools and Campuses Regulations, and the Drug-Free Workplace Act in order to be eligible for federal funding. In addition, the College will comply with RCW 49.17, Washington Industrial Safety and Health Act, and WAC 296.

22.2 Possession or Use of Alcohol or Controlled Substances

Employees may not use or possess alcohol when performing their job duties, except when authorized by College policy. The possession or use of controlled substances when performing job duties, on College property, or in College vehicles is strictly prohibited unless allowed under Article 22.3. The off-duty activities of an employee related to alcohol, marijuana, or other controlled substances will be governed by Article 27, Privacy and Off- Duty Conduct.

22.3 Prescription and Over-the-Counter Medications

Employees taking physician-prescribed or over-the-counter medications must

immediately notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication if there is a likelihood that such medication will affect job safety or performance.

22.4 Drug and Alcohol Testing - Safety Sensitive Positions

Employees who work in a safety sensitive position and/or a position that requires a commercial driver's license (CDL), will be subject to all applicable Federal, State, and College alcohol and drug testing requirements.

22.5 Reasonable Suspicion Testing – All Employees Performing Safety-Sensitive Functions

A. Reasonable suspicion testing for alcohol or controlled substances may be required by the College for any employee performing safety-sensitive functions when there is reason to suspect that alcohol or controlled substance use may be adversely

affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another.

B. Specific, contemporaneous, objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds include but are not limited to:

1. Physical or behavioral symptoms consistent with controlled substance, marijuana, and/or alcohol use;

2. Evidence or observation of controlled substance, marijuana, or alcohol use, possession, sale, or delivery; or

3. The occurrence of an accident(s) where a trained supervisor suspects-controlled substance/marijuana/alcohol use may have been a factor.

22.6 Post-Accident Testing – All Employees

Post-accident drug and alcohol testing may be conducted by the College for any employee when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious bodily injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

22.7 Testing

Employees must submit to alcohol and/or controlled substance testing when required by the College, in accordance with Subsections 22.4, 22.5, and 22.6. A refusal to test is considered the same as a positive test. When an employee is referred for testing, the employee will be removed immediately from duty and transported to the collection site. The cost of testing, including the employee's salary, will be paid by the College.

Testing will be conducted in such a way to ensure maximum accuracy and

reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. An employee notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the College will reimburse the employee for the cost of the split sample test.

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

22.8 Training

Training will be made available to supervisors and shop stewards. Attendance at training will be considered time worked. The training will include:

A. The elements of the College's Drug and Alcohol-Free Workplace Program;

B. The effects of drugs and alcohol in the workplace;

C. Behavioral symptoms of being affected by controlled substances, marijuana, and/or alcohol; and

D. Rehabilitation services available.

22.9 Federally Funded Positions

An employee who is in a position that is federally funded is subject to the following provisions:

A. Employees found to have violated the laws underlying this article while in the course of their employment may be subject to appropriate disciplinary action consistent with Article 30.

B. Employees convicted of a criminal violation occurring in the workplace involving alcohol, marijuana or other controlled substance must notify the College, in writing, within five (5) days of the conviction.

C. The College must notify the appropriate federal agency within ten (10) days of the conviction.

ARTICLE 23

SAFETY AND HEALTH

23.1 The College, employees and Union have responsibility for workplace safety and health.

A. The College will provide a work environment in accordance with safety and health standards established by the Washington Industrial Safety and Health Act (WISHA).

B. Employees will comply with all safety and health practices, standards and policies established by the College.

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

D. The College and employees will contribute to a healthy workplace including not knowingly and unnecessarily exposing co-workers, students and the public to serious conditions that would jeopardize their health or the health of others. The College may suggest or encourage employees to use leave when employees self- report or display symptoms of serious contagious health conditions and may be given an option to telework.

23.2 Reporting Safety Issues

Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. Employees may additionally contact a Union steward. The College will address reported unsafe working conditions and take appropriate action. All parties will comply with WAC 296-360-150 regarding unsafe work assignments and/or conditions that a reasonable person would conclude could create a real danger of death or serious injury.

23.3 Required Safety Devices and Personal Protective Equipment

The College will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. The College will repair or replace employer provided safety items if out-of-date, or damaged/worn beyond usefulness in the normal course of business. The College will provide employees with orientation and/or training to perform their jobs safely. In addition, if necessary, training will be provided to employees on the safe operation of equipment prior to use.

23.4 Joint Safety Committee

Designated employee representatives covered by this agreement may participate on the College's Safety and Health Committee. The committee will consider workplace safety and health issues affecting employees. Employee participation in safety committee meetings held during the employee's work time will be considered time worked. Employees may request work schedule adjustments to participate. Any employee has the right to bring a workplace health and safety concerns to the safety committee. Recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary.

23.5 Wellness

The College encourages employee wellness. The College will provide employees access to wellness facilities and resources consistent with other employee groups. Employees covered under this Agreement may participate in

the College's wellness activities that
are developed each fiscal year by the Human Resource Office in consultation with the Wellness Committee. Employee-requested schedule changes may be granted for participation in wellness activities. In addition, the College may offer employees wellness classes when it can do so at no cost or within available resources.

23.6 Ergonomic Assessments

At the request of the employee, the College will ensure that an ergonomic assessment of the employee's work station is completed by a person trained by the Department of Labor and Industries or comparable trainer to conduct ergonomic assessments. Solutions to identified issues/concerns will be implemented within available resources.

23.7 Safety Training

The College, through the Safety and Health Committee, will identify training needs and available resources to address safety issues. Safety and health training programs will emphasize safe workplace practices and injury prevention. Training will be made available to employees and attendance will be considered time worked.

23.8 Vaccinations

The College will, at no cost to the employee, make vaccinations and testing recommended by OSHA or WISHA available to employees whose duties put them at risk of occupational exposure to infectious agents.

23.9 Air Quality

Employees who feel their workplace is negatively impacted by air quality are encouraged to report their concerns. Employees and the College will work together to identify means to address such concerns in accordance with the College's air quality policy.

ARTICLE 24
TRAVEL ND PER DIEM

24.1 Reimbursement

Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g., mileage and/or per diem), in accordance with the regulations established by the Washington State Office of Financial Management (OFM), College policy, and the following provisions:

A. Employees who properly request reimbursement and are denied will, upon request, be provided with an explanation of the denial based on the provisions of the State's Administrative and Accounting Manual (SAAM) and/or College policy; and

B. Properly completed and authorized reimbursements will be processed and paid no later than ten (10) days after receipt of the properly completed Travel Expense Voucher.

C. The College may prepay for flight and hotel costs related to any Employer mandated travel.

D. Employees in positions that require extensive travel will be offered training on the proper procedures for submitting travel vouchers.

ARTICLE 25

COMMUTE TRIP REDUCTION, TELEWORK AND PARKING

25.1 The College encourages but does not require employees to use alternate means of transportation to commute to and from work consistent with the Commute Trip Reduction (CTR) law and the needs of the College and the community.

25.2 Flexible work hours and/or telecommuting arrangements may be requested. Approval of flexible work hours and/or telecommuting arrangements is at the sole discretion of management and is reviewed on a case-by-case to ensure the needs of the College are met. Request for Flexible Work Hours and/or telecommuting must be submitted in writing to the direct supervisor on the Telework agreement. Approval for flexible work hours and/or telecommuting must be approved by the direct supervisor, Dean, the appropriate Vice President, and reviewed by the Executive Team per SPSCC policy.

25.3 Telework: Teleworking is a business practice that benefits the State of Washington, employees, the economy, and the environment. Telework is a tool for reducing commute trips, pollutants, energy consumption, and our carbon footprint. Telework may result in economic, organizational, and employee benefits such as increased productivity and morale, reduced use of sick leave, reduced parking needs and office space. Telework contributes to work/life balance.

A. Telework is the practice of using mobile technology to perform required job functions from home, a satellite location, or another management-approved location.

B. Position Eligibility: The Employer reserves the right to determine if a position's duties are eligible for telework and the frequency of teleworking. With at least seven (7) calendar days' notice, the Employer may revise or rescind a position's eligibility for telework due to changing business conditions or students' needs. The College may require an employee to attend meetings in person or come to the office/field on an approved telework day. *However, such requirements*

will be rare, will include the 7-day notice, and will be documented.

C. Telework Requests and Agreements: An employee may submit a written request to their Employer for approval to telework in accordance with College policy and the College will provide a written response within fourteen (14) calendar days. The Employer may consider an employee's request to telework in relation to the objectives of Executive Order 16-07, "*Building a Modern Work Environment,*" and the College's policies and operating, business, and customer need. The College will document and maintain approved telework requests via the College's telework agreement. Employees may appeal a denied request through their Appointing Authority. Approved telework plans shall terminate upon transfer to a new division or work unit. Transferring employees wishing to continue telework must submit a new request. The telework agreement, and any modifications, must be kept on file at the primary worksite and in the employee's official personnel file.

D. Changes to Existing Telework Agreement: The College reserves the right to reduce, modify, or eliminate an employee telework agreement based on business needs or if there are performance and/or attendance concerns, to include not complying with the terms of a telework agreement. Except for instances where the modification of a telework agreement is for performance and/or attendance issues, the College will address modifications to a telework agreement with the employee at a minimum of seven (7) calendar days prior to making those modifications. The College is not responsible for costs, damages, or losses resulting from cessation of participation in a telework agreement.

25.4 Definition – Telecommuting/Alternative Work Schedule
A work arrangement in which some or all of the work is performed at an off-campus work site such as the home or an office space near home/or outside of the home. Communication may be by one of several means, such as online via internet, phone, zoom, teams, or other technological means at the time. Equipment must be owned and maintained by the college.

Hours of work are arranged and maintained by the employer and discussed with the employee. There may be alternative schedules that have variations in daily beginning and ending work time periods, which may occasionally include evening hours. All the schedules (weekly) need to comply with the state and federal wage and hour laws.

25.5 The College will provide commute trip reduction incentives within available resources.

25.6 Employees will be eligible to park in designated college parking areas in accordance with the College's policies. The College may establish and assess fines for violations of motor vehicle and parking regulations, order the removal of vehicles parked in violation of regulations at the expense of the violator, and seek collection of any unpaid fines

ARTICLE 26

RESIGNATION AND ABANDONMENT

26.1 Voluntary Resignation

The College may permit an employee to withdraw their resignation at any time prior to the effective date of the resignation.

26.2 Unauthorized Absence/Abandonment

When an employee has been absent without authorized leave and has failed to contact the College for a period of three (3) consecutive scheduled work days, the employee is presumed to have resigned from their position. The College will make reasonable attempts to contact the employee to determine the cause of the absence. Such reasonable attempts will include calling the employee at their contact phone number and any emergency contacts on file with the College.

26.3 Notice of Separation

When an employee's resignation is presumed in accordance with Subsection 26.2, the College will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee. Such notice will include information regarding eligibility for continuation of medical benefits.

26.4 Petition for Reinstatement

An employee who has received a separation notice in accordance with Subsection 26.3, may petition the College in writing to consider reinstatement. The petition must be received by the College or postmarked within seven (7) calendar days after the separation notice was deposited in the United States mail.

26.5 Grievability

The College's denial of a petition for reinstatement related to Subsections 26.2, 26.3, and 26.4 is grievable. The grievance shall not be based on information other than that shared with the College at the time of the petition for reinstatement.

ARTICLE 27

PRIVACY AND OFF-DUTY CONDUCT

27.1 Employees have the right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The College, the Union and the employees will take appropriate steps to maintain such confidentiality.

27.2 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, to the program of the College, or otherwise constitutes just cause.

27.3 An employee will report all arrests and court-imposed sanctions that affect the employee's ability to perform assigned duties, including the ability to be in attendance at work, to the Human Resources Office or the Appointing Authority prior to the start of their next scheduled work shift.

ARTICLE 28

MANDATORY SUBJECTS

28.1 Where required by law, and where there has been no waiver of bargaining requirement, the College will satisfy its collective bargaining obligation before changing a mandatory subject matter. The College will provide written notice to the Executive Director of the Union at MandatoryNotice@wfse.org, which will identify the proposed changes. Thereafter, the Union may request discussions about and/or negotiations of the impact(s) of the changes on employees' working conditions within twenty-one (21) calendar days of the Union's receipt of the notice from the College. The Union will provide written notice of any demands to bargain to the Executive Human Resource Officer.
The Union's request for bargaining
will identify any known impacts to bargain.

28.2 The parties will agree to the location and time for the discussions and/or negotiations. In the event the Union does not request discussions and/or negotiations within twenty-one
(21) calendar days of the Union's receipt of the notice from the College, the College may implement the changes without further discussions and/or negotiations. Upon completion of good-faith discussions and/or negotiations, but no later than sixty (60) calendar days following a request from the Union to bargain, the College may implement the intended changes, unless timeline is mutually modified in writing.

28.3 Each party is responsible for choosing its own representatives for demand to bargain meetings. The College will approve paid release time for up to three (3)

employee representatives who are scheduled to work during the time a demand to bargain meeting is convened, provided the absence of the employee will not unreasonably interfere with the operating needs of the College. The College may approve compensatory leave, vacation leave or leave without pay for additional employee representatives provided the absence of the employee will not unreasonably interfere with the operating needs of the College. For overtime- eligible employees, no overtime will be incurred as a result of negotiations and/or preparation for negotiations.

28.4 The Union will be responsible for paying any travel or per diem of employee representatives. Employee representatives may not use a state/College vehicle to travel to and from a bargaining session, unless authorized by the College.

28.5 There may be emergency or mandated conditions that are outside of the College's control requiring immediate implementation, in which case, the College will notify the Union as soon as possible, and the provisions in Subsections 28.1, 28.2, 28.3, and 28.4 will apply. If necessary, the College may implement the emergency or mandated conditions prior to the completion of any discussions and/or negotiations requested by the Union.

ARTICLE 29

UNION-MANAGEMENT COMMITTEE

29.1 Union-Management Committee

The goal of the Union-Management Committee is to support a constructive and cooperative relationship between the parties. To promote and foster such a relationship, the Union- Management Committee will be established. Ad hoc committees may be established by mutual agreement. The purpose of the committee is to provide communication between the parties, to share information, to address concerns and to promote constructive union-management relations.

29.2 Committees

Either party may propose items for discussion on topics which may include, but are not limited to: administration of the Agreement, changes to applicable law, legislative updates, resolving workplace problems and/or organizational change.

The committee will meet, discuss and exchange information on issues of a group nature rather than individual interest or concern and general interest to both parties. Individual grievances properly processed under the Grievance Procedure Article will not be discussed during the committee meetings.

A. <u>Composition</u>

The College and the Union will be responsible for the selection of their own representatives. The committee will consist of up to three (3) employer representatives and up to three (3) employee representatives. If agreed to by both parties, additional representatives may be present.

B. Participation

The Union will provide the College the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of the employees. The College will release employee representatives to attend pre-meetings and/or committee meetings if their absences do not cause an unreasonable disruption of work. Attendance at meetings during employees' non-work time will not be compensated for nor be considered time worked.

C. The Union is responsible for paying any travel or per diem expenses of employee representatives. Employee representatives may not use state/College vehicles to travel to and from union management committee meetings or pre- meetings unless approved by the College.

D. Meetings

All committee meetings will be held two (2) times per year on mutually agreeable dates and times. A written list and description of agenda items will be exchanged seven (7) calendar days in advance of the meeting date. Additional agenda items may be added by mutual agreement. Each party may keep written records of the meetings, including listing the topics discussed and disposition of each. The parties may post or distribute their own records of the meetings. If the topics discussed require follow- up by either party, it will be documented and communication will be provided by the responsible party.

E. Scope of Authority

The committee will have no authority to conduct any negotiations or modify any provision of this Agreement. Nothing prohibits the parties from memorializing mutual understandings. The committee's activities and discussions will not be subject to the grievance procedure in Article 31 Grievance Procedure.

ARTICLE 30

CORRECTIVE ACTION, DISCIPLINE, AND DISCHARGE

30.1 The College will not discipline any employee covered by this Agreement without just cause. The College also has the authority to discharge an employee for legitimate performance reasons, without prior discipline.

30.2 Corrective action is not discipline and is focused on improving the employee's performance, attendance or conduct. Corrective opportunities for improvement of legitimate performance deficiencies may include, but are not limited to, coaching,

counseling, and written notification regarding failure to meet expectations. Any such corrective actions will be identified as such, documented and placed in the supervisor's file with a copy to the employee, and are subject to removal from

the supervisor's file consistent with Article 11.11. Corrective action may not be challenged through the grievance procedure.

30.3 Disciplinary actions include oral reprimands, written reprimands, suspensions and discharges.

A. Oral reprimands will be identified as discipline, documented and placed in the supervisor's file with a copy to the employee, and are subject to removal from the supervisor's file consistent with Article 11.11. Records of oral reprimands are not retained in the official personnel file, may only be processed through Step 2 of the grievance procedure, and thus cannot be arbitrated.

B. Written reprimands and records of suspensions and discharges will be provided to the employee with a copy to the official personnel file. Written reprimands and records of suspensions and discharges will be removed from the official personnel files consistent with Article 11.12.

30.4 The College has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 31, Grievance Procedure. Written reprimands, however, may be processed only through Step 2 of the grievance procedure.

30.5 When disciplining an employee, the College will make a reasonable effort to protect the privacy of the employee.

30.6 The College has the authority to conduct investigations in accordance with college policy.

A. The College will inform the employee that they are the subject of an investigation and the general nature of the allegations, unless doing so would jeopardize the integrity of the investigation.

B. Investigatory Interviews

1. Upon request, an employee has the right to a union representative at an investigatory interview called by the College, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another union representative who is available. An employee seeking union representation is responsible for contacting their union representative.
2. The role of the union representative in regard to College-initiated investigations is to provide assistance and counsel to the employee and not interfere with the College's right to conduct the investigation. Every effort will be made by the union representative to fully cooperate in the investigation.

30.7 An employee placed on an alternate assignment during an investigation will not be prohibited from contacting their union steward unless there is a conflict of interest, in which case the employee may contact another union steward. This does not preclude the College from restricting an employee's access to the College's premises.

30.8 Prior to imposing discipline or discharging an employee, except oral or written reprimands, the College will inform the employee and the union staff representative in writing of the reasons for the contemplated discipline and an explanation of the evidence, copies of written documents relied upon to take the action and the opportunity to view other evidence, if any. This information will be sent to the union staff representative on the same day it is provided to the employee. The employee will be provided an opportunity to respond either at a meeting scheduled by the College, or in writing if the employee prefers. An employee may have a union representative present at a pre-disciplinary meeting. It is the employee's obligation to arrange for such representative to be present. A pre- disciplinary meeting with the College will be considered time worked.

30.9 The College will provide an employee with fifteen (15) calendar days' written notice prior to the effective date of a suspension of greater than seven (7) calendar days. Upon mutual agreement, the employee may begin the suspension period before the end of the notice period.

30.10 The College will provide the Union with a copy of any disciplinary letters.

30.11 Terms of Employment

Notification of exempt staff non-renewal of employment contract will occur prior to May 1, of the calendar year.

ARTICLE 31

GRIEVANCE PROCEDURE

31.1 The Union and the College agree that it is in their best interest to resolve disputes at the earliest opportunity and at the lowest level. Whenever possible, disputes should be resolved informally prior to filing a formal written grievance. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

31.2 Terms and Requirements

A. Grievance Definition

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

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. The grievance will state the name of the employee or the names of all employees when filing a group grievance. The Union, as exclusive representative, is the only representative of the employee in grievance matters and has the right in a grievance to designate the Union person who will represent the grievant(s) on behalf of the Union. All grievances and requests for arbitration must be submitted to the College's Human Resources Office, by fax, hard copy, or electronic mail.

C. Computation of Time

Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the College to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

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

1. The date of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence;

2. The nature of the grievance;

3. The facts upon which it is based;

4. The specific article(s) and section(s) of the Agreement allegedly violated;

5. The specific remedy requested;

6. The steps taken, if any, to informally resolve the grievance; and

7. The name and signature of the Union representative.

F. Modifications

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

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

H. Withdrawal
A grievance may be withdrawn at any time.

I. Resubmission
If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

J. Release Time
Release time will be provided to the grievant(s) and the union steward during a grievance meeting with the College representative in accordance with Article 3, Union Rights and Activities.

K. Group Grievances
No more than three (3) grievants will be permitted to attend a group grievance meeting.

L. Consolidation
Grievances arising out of the same set of facts may be consolidated by written agreement.

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

N. Initiation Level
Grievances will be initiated at the level at which the disputed action was taken.

31.3 Filing and Processing

A. Filing
A grievance must be filed within twenty-eight (28) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence.

The twenty-eight (28) day period above should be used to attempt to informally resolve the dispute but will not extend the twenty-eight (28) days unless otherwise mutually agreed to by the College and the Union in writing. The union steward or staff representative will indicate when a discussion with the College is an attempt to informally resolve a dispute.

B. Alternative Resolution Methods
Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended.

If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties. This provision applies to non-disciplinary grievances and disciplinary grievances on suspensions or discharges.

C. Processing

The Union and the College agree that in-person meetings are preferred as part of the grievance process and will make efforts to schedule in-person meetings, if possible.

Step 1: Supervisor, Manager, or Designee
If the issue is not resolved informally, the Union may file a written grievance with the Human Resources Office, within the twenty-eight (28) day period prescribed in Subsection 31.3.A. The appropriate supervisor, manager, or designee will meet in person or confer by telephone with a union steward and/or union staff representative and the grievant within fourteen (14) days of receipt of the grievance, and will respond in writing to the Union within fourteen (14) days after the meeting.

Step 2: Vice President or Designee
If the grievance is not resolved at Step 1, the Union may move the grievance to Step 2 by filing the written grievance, including a copy of the Step 1 decision, with the Human Resources Office, within fourteen (14) days of the Union's receipt of the Step 1 decision. The Vice President or designee will meet in person or confer by telephone with a union steward or union staff representative and the grievant within fourteen (14) days of receipt of the appeal, and will respond in writing to the Union within fourteen (14) days after the meeting.

Step 3: Arbitration
Should Step 2 fail to resolve the grievance, the Union may submit a written request to the College through the Human Resources Office to arbitrate the grievance within thirty (30) calendar days after its receipt of the Vice President or designee's Step 2 response. The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the American Arbitration Association (AAA). It is the Union's responsibility to simultaneously submit a written request for arbitration to the AAA and request that the Parties be provided with the names of seven (7) qualified arbitrators from the Washington/ Oregon/Idaho area. The party exercising the first strike shall be the winner of a flip of a coin.

31.4 Arbitrability

Challenges to the arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within

fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process in Subsection 31.3 C to select an arbitrator to rule on the merits of the grievance.

31.5 Arbitration

A. The arbitrator will:

1. have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;

2. be limited in the decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;

3. not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this agreement; and

4. not have the authority to order the College to modify staffing levels or to direct staff to work overtime.

B. Arbitration will take place in accord with the Labor Arbitration Rules of the AAA unless the parties agree otherwise in writing.

C. The arbitrator shall issue a written decision to the parties within thirty (30) calendar days after the close of the hearing(s) or the submission of post-hearing briefs, whichever is later. The decision of the arbitrator shall be final, conclusive, and binding on the College, the Union, and the employee(s), provided that the decision does not include action by the arbitrator beyond his or her jurisdiction, as specified in Subsection A, above.

D. Arbitration Costs

1. The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally between the Parties. If one party chooses to use a court reporter, the requesting party shall bear the costs associated with the court reporter. A copy will be provided to the arbitrator free of charge. The other party may obtain a copy of the court reporter's transcript by agreeing to share the cost of the court reporter at the time it makes the request for a copy of the transcript by paying half the costs incurred for that purpose.

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

3. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its grievance.

31.6 Successor Clause

Grievances filed during the term of this Agreement will be processed to completion in accordance with the provisions of this Agreement.

ARTICLE 32
SHARED SERVICES

32.1 The Union and the College acknowledge that there may be instances where the College might be able to expand operations and provide services to other state agencies or institutions of higher education. It is further acknowledged that such expansion may have a beneficial impact on the College and may mitigate the impacts of budgetary constraints. The College will consider proposals submitted to them from the Union.

32.2 The provisions of this article are not grievable.

ARTICLE 33

LAYOFF AND SENIORITY

33. 1 Basis for Layoff

The College will determine the basis for, extent, and effective date of a layoff in accordance with the provisions of this Article. A layoff refers to the involuntary termination of employment because a regular position is eliminated for business-related reasons. In the event of a layoff, the President, reporting Vice-President and/or designee, in consultation with the Executive Human Resource Officer and/or designee, will determine the position(s) to be eliminated or subject to a furlough.

The basis for a layoff must be for business-related reasons and includes, but is not limited to, the following reasons:

a. Lack of work
b. Lack of funds
c. Organizational change

33.2 Seniority Rights

A. When there are multiple incumbents assigned to the same position group as a position to be eliminated, the layoff will be applied to the least senior employee(s) in the position group, after voluntary layoffs, if any, are applied. Appendix A to this Agreement identifies position group for purposes of this Article. If new positions are added to the bargaining unit, the College will determine the placement of the new position in the

position group.

B. To exercise seniority rights, an employee must be in "good standing." Good standing means that within the one (1) year prior to a layoff, the employee has not received a disciplinary suspension and there is no open grievance on the matter. The written notice of suspension provided at the time of discipline will include notice of this impact on the employee's seniority rights.

C. The College may deviate from selecting the least senior employee in a position group only if the College can show that the performance of the least senior employee was substantially superior to the more senior employee, as reflected in the employees' performance evaluations completed at least six (6) months prior to

the layoff. Any deviation exercised under this subsection is subject to the grievance procedure.

D. For purposes of this Article, seniority will be measured from an employee's initial date of hire into a regular, non-student position for the most recent period of unbroken service at the College. Any ties in seniority shall be broken in the following order: (1) seniority within the position group; and (2) by lot.

E. Adjustments to Seniority

All time spent in leave without pay status will be deducted from the calculation of seniority, except when the leave without pay is taken for:

1. Military leave;

2. Compensable work-related injury or illness leave;

3. Governmental service leave;

4. Reducing the effects of layoff;

5. Union activities in accordance with Article 3, Union Rights and Activities;

6. Temporary employment with the Union in accordance with Article 3, Union Rights and Activities;

7. A temporary appointment with the College in accordance with Article 18.2.H;

8. Formal contract negotiations in accordance with RCW 41.56; and/or

9. Unpaid holidays for reason of Faith or Conscience, in accordance with Section 12.5 of Article 12 Holidays.

F. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Section 33.6 of Article 33, Layoff and Seniority, will not be deducted from the calculation of seniority.

G. Employees who are separated from state service due to layoff and are reemployed from a layoff list or internal priority hiring consideration list will not be considered to have a break in service and the time employees are on these layoff lists will be treated as leave without pay.

H. For the purposes of a layoff, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their unmarried widows or widowers, as provided for in RCW 41.06.133 (1)(m).

I. For employees who are separated due to disability and are reemployed within two (2) years, in accordance with Article 21, Reasonable Accommodation and Disability Separation, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.

33.3 Seniority List

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

33.4 Layoff Position Group (Appendix A)

The College will publish and annually update Appendix A, RIF Position Group. A copy of the Appendix will be provided to the Union at the time it is published. In addition, the College will update Appendix A in accordance with Section 33.5 below, if appropriate.

33.5 Notice to the Union and Employee

When a position occupied by a member of the bargaining unit is subject to permanent layoff, the President, reporting Vice President, and/or designee, in consultation with the Executive Human Resource Officer and/or designee, will give written notice of the permanent layoff to the Union as soon as practical, but not less than thirty (30) calendar days' notice. Notice to the Union will include any changes to Appendix A, Layoff Position Group, since it was last published, for any position(s) impacted by potential layoff.

The affected employee will be given written notice at least thirty (30) calendar days before the effective date of any layoff. The written notice will contain the following information:

a. Reasons or basis for the layoff,

b. When applicable, notice to the employee of the employee's right to revert to classified service as provided by RCW 41.06.070 and/or internal classified layoff list, and

c. When applicable, notice to the employee of any entitlement to request placement on the internal priority hiring consideration list, in accordance with Section 6.3.A.2 of Article 6 Hiring and Appointments. The Union will be provided with a copy of the notice to the affected employee. The Union will be given an opportunity to meet with affected employees prior to implementation of the effective date of any layoff. The College or the Union may request a Union-Management Committee meeting to discuss the layoff.

33.6 Voluntary Layoffs, Leave of Absence or Reduction in Hours

The President, reporting Vice President and/or designee, in consultation with the Executive Human Resource Officer and/or designee, may impose or authorize

alternative actions when the College believes such actions are practical and can be taken without undue disruption to business operations. Such actions may include, but are not limited to furloughs, reduced work schedules, and leave without pay; and hiring controls.

A. Employee Requests

To reduce the impact of a layoff, an employee may request a voluntary layoff, leave without pay, a reduction in compensation, reduction in hours of work, or movement to a funded, vacant exempt position for which the employee is qualified. If it is necessary to limit the number of employees who are on unpaid leave at the same time, the President, reporting Vice President, or designee, in consultation with the Executive Human Resource Officer and/or designee, will determine who will be granted a leave without pay and/or reduction in hours based upon business and staffing needs. The decision regarding whether to move an employee to a vacant exempt position is discretionary with the College.

B. Benefit Impact

When an employee is furloughed, subjected to a reduction in work schedule, or placed on leave without pay, the employee will not be entitled to be paid any leave balance when the action is due to financial exigency or financial emergency, as determined by the President. In such cases, entitlement to leave accrual and health care benefits during a temporary layoff may be addressed through a demand to bargain. The College will attempt to mitigate a loss of health benefits for any furloughed employees. When the action is for reasons other than financial exigency or financial emergency, upon the request of the employee, the employee will be paid for accrued vacation leave up to the equivalent of the employee's regular work schedule for the duration of the temporary layoff, and entitlement to leave accrual and health care benefits during the temporary layoff will be pursuant to existing benefit policies.

Employees will normally receive thirty (30) days' written notice prior to the effective date of an involuntary alternative to a permanent layoff.

ARTICLE 34

VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATIONS (VEBAS)

In accordance with state and federal law, employees in the bargaining unit and the College may agree to form a VEBA (tax-free medical spending accounts) funded by the retiree's sick leave cash out. An Employer sponsored VEBA of employees covered by this Agreement will be implemented only by written agreement with the Union.

The current VEBA agreement with the College will remain in effect until such time it is reversed by a vote of the exempt employees.

ARTICLE 35

LEGAL DEFENSE

Whenever an action or proceeding for damages shall be instituted against an employee covered by this Agreement arising from acts or omissions while performing or in good faith, purporting to perform official duties, such employee may, through the College, request the attorney general to authorize the defense of said action or proceeding at the expense of the state in accordance with RCW 4.92.060.

ARTICLE 36

EMPLOYEE ASSISTANCE PROGRAM

36.1 The College agrees to provide all bargaining unit employees and family members' access to a confidential employee assistance program. The Employee Assistance Program will be selected and paid for by the College.

36.2 The College will grant work time for an employee to access the Employee Assistance Program for an initial assessment. In addition, employees can request an adjustment to their core hours of work to allow access to the services of the Employee Assistance Program.

ARTICLE 37

CHILDCARE CENTERS

37.1 The College agrees to provide employees with access to the College's existing childcare center(s) on the same basis as presently provided.

37.2 The College will notify the Union as soon as possible of any changes in employee access to the College's existing childcare center(s).

ARTICLE 38

EMPLOYEE LOUNGE FACILITIES

38.1 The Employer will designate employee lounge facilities apart from work areas. The lounge facilities will be maintained in a clean and safe manner.

38.2 Adequate lunch rooms, break rooms, private lactation room, washrooms and toilet facilities will be provided and available for use by employees. All designated break rooms will include table and chairs and will not normally be used for other purposes during normal business hours (8:00a.m. 5:00p.m)

38.3 If requested by an employee, the Employer will endeavor to provide a storage area for personal items.

ARTICLE 39

VOLUNTEERS AND STUDENT WORKERS

The College will utilize volunteers and student workers only to the extent they supplement and do not supplant bargaining unit employees. Volunteers and student workers will not supervise bargaining unit employees.

ARTICLE 40
COMPENSATION

40.1 Base Wage Increase

A. The College will continue to pay the employees covered under this contract their current rate of pay. The college will strive to maintain salaries above the system median/average. Salaries, increases, and various pay rates for activities for members are negotiated between the union and the College and appear in Appendix A of this agreement.

B. All cost of living increases (COLA) approved by the Washington State Legislature for exempt employees will be passed on to the exempt staff covered by this contract.

C. Year-end award Five (5%) of operating budget close, not to exceed $100,000.00 to be split evenly among qualifying Exempt Employees. A qualifying Exempt Employee is an exempt employee who was hired prior to October 1st of the fiscal year for which the year-end award is being paid out, and has successfully completed their six (6) month probation period. The payment will be paid out the first payday of December after fiscal year end, June 30th each year.

D. For any employee in this Bargaining Unit with Washington Federation of State Employees, they will receive a Retention/Progression amount to their base salary in accordance with the years of service within that unit/department and receive an increase of: $1250 for year 3, $1250 year 5, and $1250 for 8 years for those staff on contract as of July 1, 2025. This is for the duration of the Contract negotiated for July 2025 June 2027.

40.2 Establishing Salaries for New Employees

The Appointing Authority and/or designee in consultation with the Executive Human Resource Officer after meeting with the College Executive Team will determine the starting pay for new employees.

40.3 Pay for Employees Moving from Temporary to Permanent Status

The College's appointing authority and/or designee may increase pay when employees move from temporary to permanent status in the same position after consultation with the Executive Human Resource Officer after meeting with the College Executive Team.

40.4 Part Time Employment

Monthly compensation for part-time employment will be pro-rated based on the percentage FTE as compared to full-time employment.

40.5 Requests for Salary Increases or Title Change

An employee or the employee's manager can request a change of salary and/or title for the employee's position if one or both believes the employee is performing higher level duties outside of their current job descriptions and beyond the requirement for other duties as assigned. Those requests will be evaluated by the College based on considerations set forth in applicable College policies, an evaluation of supporting evidence, and considerations such as the availability of resources, the potential impact on client services, and internal alignment with other positions. Those increases will be made by the appointing authority and/or designee in consultation with the Executive Human Resource Officer after meeting with the College Executive Team. If the request is denied the notification will include the information used to reach the decision and basis for the conclusion.

Employees who are temporarily assigned higher level duties for a period of more than fifteen (15) calendar days will be notified in writing and will be

paid from five (5) % to ten (10) % of their current salary depending on the scope of duties and responsibilities assumed. The increase will be become effective on the first day the employee is assigned to perform the higher level duties and responsibilities.

40.6 Salary Overpayment Recovery

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

1. The amount of the overpayment;

2. The basis for the claim; and

3. The rights of the employee under the terms of this Agreement.

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

1. Voluntary wage deduction;

2. Cash; or

3. Check.

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

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

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

F. Appeal Rights
Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 31 Grievance Procedure of this Agreement.

40.7 Dependent Care Salary Reduction Plan

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

40.8 Pretax Health Care Premiums

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

40.9 Medical/Dental Expense Account

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

40.10 Voluntary Separation Incentives – Voluntary Retirement Incentives

The College will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for in the operating budget. Program incentives or offering of such incentives are not subject to the grievance procedure.

40.11 Assignment Pay

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

ARTICLE 41

HEALTH CARE BENEFITS AMOUNTS

Refer to separate coalition agreement on Health Care Benefits Amounts (Appendix B).

ARTICLE 42

STRIKES

Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform their official duties.

ARTICLE 43

PRINTING OF AGREEMENT

43.1 The College will post the Agreement electronically on the College's website, which will ensure that employees will have electronic access to the Agreement. The College will provide a copy to the Union in electronic format. The Union will be responsible for the printing and distribution of the Agreement to shop stewards.

43.2 Employees with disabilities may request an accessible copy of this Agreement. The College and the Union will share the expense of producing such copies, if requested.

ARTICLE 44

ENTIRE AGREEMENT

44.1 This Agreement constitutes the entire agreement and any past practice(s) or past agreement(s) between the parties prior to July 1, 2021, whether written or oral, is/are null and void, unless specifically preserved in this Agreement.

44.2 This Agreement supersedes specific provisions of the Washington Administrative Code and/or the College's policies with which it is in conflict.

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

ARTICLE 45

SAVINGS CLAUSE

45.1 If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect.

45.2 If any part of this Agreement is found to be in conflict with federal requirements that are a prescribed condition to the allocation of federal funds to the College, the conflicting part of this Agreement is inoperative solely to the extent of the conflict and this finding does not affect the remainder of this Agreement. Provisions of this Agreement must meet federal requirements that are a necessary

condition to the receipt of federal funds by the College.

45.3 If such a finding in Subsection 45.1 or Subsection 45.2 is made, the parties agree to make themselves available to negotiate a substitute for the unlawful or invalid article, section or portion. Negotiations will begin within thirty (30) calendar days of the request.

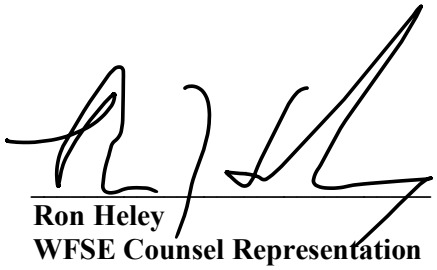
ARTICLE 46

TERM OF AGREEMENT

46.1 Upon ratification by WFSE, the Agreement will be submitted to the Executive Director of Human Resources for approval. The Agreement will take effect on July 1, 2025, after ratification by WFSE and will remain in full force and effect through June 30, 2027; however, in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the Union and the College are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date apart from any provision in the collective bargaining agreement with a separate and specific termination date. Thereafter, the College may unilaterally implement according to law.

46.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2027 and no later than January 31, 2027. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OFTHIS COLLECTIVE BARGAINING AGREEMENT.



Ron Heley
WFSE Counsel Representation

Samantha Dotson
Executive Director of Human Resources

Appendix A RIF
Position Groups

Group A	Division Advising	Position	Title Educational and Career Planning
Group B	Learning Support Center		Learning Support Services Administrators

Appendix A: Pay Scale

(Effective July 1st, 2025 – June 30th,2027

BASE SALARY – Educational and Career Planners
$68,000 Annually

COLA's
Refer to Article 40.1 B.

YEAR END AWARD
5% of operating budget close, not to exceed $100,000 to be split evenly among qualifying Exempt employees. Refer to Article 40.1 C.

RETENTION AND PROGRESSION SALARY ENHANCEMENT
$1,250 added to base salary in the 3rd, 5th, 8th year of continuous employment. Refer to Article 40.1 D.

PROFESSIONAL ASSOCIATIONS AND CONFERENCES
$20,000 minimum for each fiscal year to be split among bargaining unit members. Refer to Article 8.6.