TACOMA COMMUNITY COLLEGE

AND

WASHINGTON FEDERATION OF STATE EMPLOYEES EXEMPT BARGAINING UNIT

EFFECTIVE

JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

[BLANK PAGE]

Table of Contents

PREAMBLE 1

ARTICLE 1 – UNION RECOGNITION 4

ARTICLE 2 - NON-DISCRIMINATION 6

ARTICLE 3 – UNION RIGHTS 8

3.1 Staff Representatives 8

3.2 Union Stewards 8

A. Steward List 8

B. Paid Release Time 9

C. Notification 9

3.3 Employees 10

A. Paid Release Time 10

B. Notification 10

3.4 Use of State Facilities, Resources, and Equipment 11

A. Meeting Space and Facilities 11

B. Supplies and Equipment 11

C. E-mail, Fax Machines, the Internet, and Intranets 11

3.5 Information Requests 12

3.6 Bulletin Boards and Newsstands 13

3.7 Distribution of Material 13

3.8 Time Off for Union Activities 13

3.9 Temporary Employment with the Union 14

3.10 College Committee Meetings 14

3.11 WFSE Council President and Vice-President (if employed by the College) 15

A. Leave of Absence 15

B. Leave Balances 15

C. Indemnification 15

D. Return Rights 15

ARTICLE 4 – MANAGEMENT RIGHTS 18

ARTICLE 5 - WORKPLACE BEHAVIOR 20

ARTICLE 6 - HIRING AND APPOINTMENTS 22

6.1 Filling Positions 22

6.2 Recruitment 22
A. Open Competitive Recruitment 22
B. Temporary Appointments or Assignments 22
C. Appointing Authority 22

6.3 Types of Appointment 22
A. Regular or "Recurring" Exempt Positions: 22
B. Non-Permanent Appointments 23
C. Project Employment 23

6.4 Reversion Rights to Classified Service 24

6.5 Notice 24

ARTICLE 7 - WORK SCHEDULES 26

7.1 Work Schedule Agreement 26
A. Position Descriptions, duties and responsibilities determination 26
B. Work Schedules 26
C. Committees 27

7.2 Hours of Work 27
Definitions 27
A. Full-time Employees 27
B. Overtime-Eligible Employees 27
C. Overtime-Exempt Employees 27
D. Part-time Employees 27
E. Work Schedules 27
F. Work Shift 27
G. Workday 27
H. Workweek 27
I. Telework 27

7.3 Determination 28

7.4 Overtime-Eligible Employees 28
A. Work Schedules 28

B. Schedule Changes *28*
C. Home Phone Calls and Other Communications *29*

7.5 Overtime-Eligible Employees Unpaid Meal Periods **30**

7.6 Overtime-Eligible Employees Rest Periods **30**

7.7 Overtime-Eligible Employees - Positive Time Reporting **30**

7.8 All Overtime-Eligible Employees Subpoenaed to Appear in Court **31**

7.9 Overtime **31**
Definitions *31*
A. Overtime *31*
B. Overtime Rate *31*
C. Work *31*
D. Work for overtime purposes does not include: *31*

7.10 Overtime Eligibility and Compensation **32**

7.11 General Provisions **32**

7.12 Compensatory Time for Overtime-Eligible Employees **32**
A. Compensatory Time Eligibility *32*
B. Maximum Compensatory Time *33*
C. Compensatory Time Use *33*
D. Compensatory Time Cash Out *33*

ARTICLE 8 – TRAINING AND PROFESSIONAL DEVELOPMENT **34**

8.1 Education Benefits **34**

8.2 Membership and Conferences **34**
A. Membership *34*
B. Conferences *34*

8.3 Training or Professional Development Opportunities **35**

8.4 Master Agreement Training **35**

8.5 New Employee Orientation **35**

ARTICLE 9 – WORKLOAD AND STAFFING **36**

ARTICLE 10 – PERFORMANCE EVALUATION **38**

10.1 Purpose **38**

10.2 Process **38**

10.3 Retention of Performance Evaluations **39**

ARTICLE 11 – EMPLOYEE FILES **40**

11.12 Removal of Documents **41**

ARTICLE 12 – HOLIDAYS **42**

12.1 Paid Holidays **42**

12.2 Unpaid Holidays **42**

12.3 Observance of Holidays **43**

12.4 Holiday Rules **43**

12.5 Personal Holidays **43**

ARTICLE 13 – ANNUAL LEAVE **46**

13.2 Regular Full-time Exempt Employees 46

13.5 Annual Leave Cash-Out at Separation **47**

13.6 Annual Leave Maximum **47**

13.7 Use of Vacation Leave for Sick Leave Purposes **47**

ARTICLE 14 – SICK LEAVE **48**

14.2 Sick Leave Accrual 48

14.3 Sick Leave Use **48**

A. Personal *48*

B. Family *48*

C. Minimum Wage Requirements and Labor Standards *49*

D. Bereavement *49*

E. Childcare and elder care emergencies *50*

F. Military *50*

G. RCW 49.76 ..... *50*

H. Other Qualifying absences *50*

14.4 Judicial or administrative immigration proceedings 50

14.5 Restoration of Vacation Leave **50**

14.6 Sick Leave Reporting, Certification and Verification **51**
A. Notification *51*
B. Leave Abuse *51*
C. Returning to work *51*

14.7 Sick Leave Annual Cash Out **51**

14.8 Sick Leave Separation Cash Out **52**

14.9 Reemployment **52**

14.10 Carry Forward and Transfer **52**

ARTICLE 15 – SHARED LEAVE **54**

15.1 Shared Leave 54

ARTICLE 16 – MISCELLANEOUS PAID LEAVES **56**

16.1 Personal Leave 56
A. Employees shall be granted personal leave as defined below: *56*
B. Employee requesting to use personal leave *56*

16.2 Jury Duty Leave **57**

16.3 Military Leave **57**

16.4 Bereavement Leave **57**

16.5 Interviews **58**

16.6 Life Giving Procedures, Blood, Platelet, and Fluid Donations **58**

ARTICLE 17 - FAMILY AND MEDICAL LEAVE **60**

17.1 The parties recognize that **60**

17.2 The Federal Family and Medical Leave Act of 1993 (FMLA) **60**
A. Terms and qualifying events *60*

B. Military Caregiver Leave *61*

17.3 Leave period 62

17.4 Continuation of Health Insurance **62**

17.5 Designation of absences **62**

17.6 Parental and Pregnancy Disability Leave **63**

17.7 Certification **63**

17.8 Frequency **64**

17.9 Returning to work certification **64**

17.10 Employer Notice **64**

17.11 Return to work rights **64**

17.12 Limitations **64**

17.13 Definitions **64**

ARTICLE 18 – LEAVE WITHOUT PAY **66**

18.1 Leave without pay will be granted for the following reasons 66

18.2 Leave without Pay Professional or Personal Reasons **66**

18.3 Provisions or Conditions for Leave without Pay – Professional or Personal Reasons **66**

18.4 Limitations **67**

18.5 Returning Employee Rights **67**

18.6 Military Leave **67**

18.7 Volunteer Firefighting Leave **67**

18.8 Military Family Leave **68**

18.9 Domestic Violence Leave **68**

18.10 Child or Elder Care Emergencies **68**

ARTICLE 19 – SUSPENDED OPERATIONS AND COLLEGE CLOSURES..... 70

19.1 Definitions 70

19.2 Notifications..... 70

19.3 Leave Reporting and Pay 70

19.4 Inclement Weather..... 71

ARTICLE 20 – COMPENSABLE WORK-RELATED INJURY OR ILLNESS LEAVE..... 72

ARTICLE 21 – REASONABLE ACCOMMODATION AND DISABILITY SEPARATION 74

21.1 Disability Accommodations 74

21.2 Safety Accommodations..... 74

21.3 Pregnancy Accommodations..... 75

21.4 Disability Separation..... 77

ARTICLE 22 – DRUG AND ALCOHOL-FREE WORKPLACE..... 78

22.1 Compliance 78

22.1 Possession or use of Alcohol and Illegal Drugs..... 78

22.2 Prescription and Over-the-Counter Medications 78

22.3 Drug and Alcohol Testing..... 79

22.4 Reasonable Suspicion Testing 79

A. Reasonable suspicion..... 79

B. Objective grounds..... 79

C. Referral 79

22.5 Post-Accident Testing – All Employees 80

22.6 Training..... 80

ARTICLE 23 – SAFETY AND HEALTH 82

23.1 Responsibility 82

23.2 Reporting Safety Issues 82

23.3 Joint Safety Committee 82

23.4 Wellness 83

23.5 Ergonomic Assessments 83

23.6 Safety Training 83

23.7 Allergies 83

23.8 Safety and Health Grievances 83

ARTICLE 24 – TRAVEL AND PER DIEM 84

ARTICLE 25 – COMMUTE TRIP REDUCTION, TELEWORK, FLEX TIME, COMPRESSED WORKWEEK, AND PARKING 86

25.1 Commute Trip Reduction 86

25.2 Requests for workweek arrangements 86

25.3 Telework 86

A. Definition 86

B. Position Eligibility 87

C. Telework, Flex Time, and Compressed Workweek Requests and Agreements 87

D. Changes to Existing Telework, Flextime, and Compressed Workweek Agreements 87

25.4 Parking procedures 88

25.5 Parking fees 88

ARTICLE 26 - DISCIPLINE 90

26.1 Just Cause 90

26.2 Corrective Action and Discipline 90

A. Corrective Action 90

B. Disciplinary Action 90

C. Employee Rights 90

26.3 Privacy 90

26.4 Investigations 90

A. Union Representation 91
B. Roles 91
C. Notifications 91

26.5 Alternate Assignments 92

26.6 Pre-Disciplinary meeting 92

26.7 Union Notification 92

26.8 Authority and grievance 92

ARTICLE 27 – RESIGNATION AND ABANDONMENT 94

27.1 Voluntary Resignation 94

27.2 Unauthorized Absence/Abandonment 94

27.3 Notice of Separation 94

27.4 Petition for Reinstatement 94

ARTICLE 28 – PRIVACY AND OFF-DUTY CONDUCT 96

ARTICLE 29 – MANDATORY SUBJECTS 98

29.1 Notification and process 98

29.2 Release Time 98

ARTICLE 30 – UNION-MANAGEMENT COMMITTEE 100

30.1 Union-Management Committee 100
A. Proposals 100
B. Composition 100
C. Participation 100
D. Meetings 101
E. Scope of Authority 101

ARTICLE 31 - LAYOFF AND RECALL 102

31.1 Layoff Basis 102
A. Lack of work; 102

B. Lack of funds; or *102*
C. Organizational change. *102*

31.2 Notice to the Union: **102**

31.3 Notice to the Employee **102**

31.4 Voluntary Layoff, Leave of Absence or Reduction in FTE **102**

31.5 Permanent Increase or Reduction in FTE **103**

31.6 Layoff Units **103**

31.7 Qualifications **103**

31.8 Layoff Rights **103**
A. Multiple Incumbents *103*
B. Offers *103*
C. Recall *104*

ARTICLE 32 – LEGAL DEFENSE **106**

ARTICLE 33 – EMPLOYEE ASSISTANCE PROGRAM **108**

ARTICLE 34 – EMPLOYEE LOUNGE FACILITIES **110**

ARTICLE 35 – VOLUNTEERS AND STUDENT WORKERS **112**

ARTICLE 36 – CONTRACTING **114**

ARTICLE 37 – NO STRIKE / NO LOCKOUT **116**

ARTICLE 38 - GRIEVANCE PROCEDURE **118**

38.1 Grievance Procedure **118**
A. Grievance Definition *118*
B. Filing a Grievance *118*
C. Computation of Time *118*
D. Failure to Meet Timelines *119*
E. Contents *119*
F. Modifications *119*
G. Resolution *119*
H. Withdrawal *119*

I. Resubmission 119
J. Pay 119
K. Group Grievances 120
L. Consolidation 120
M. Bypass 120
N. Discipline 120
O. Grievance Files 120

38.2 Filing and Processing 120
A. Filing 120
B. Alternative Resolution Methods 120
C. Processing 121

38.3 Step 1: Management Supervisor, Director, Dean or Designee 121

38.4 Step 2: Human Resources or Designee 121

38.5 Step 3: President, Vice President or Designee 121

38.6 Step 4: Mediation 122

38.7 Step 5: Arbitration 123
A. Selecting an Arbitrator 123
B. Authority of the Arbitrator 123
C. Arbitration Costs 124

38.8 Successor Clause 125

ARTICLE 39 - DUES DEDUCTION AND STATUS REPORTS 126

39.1 Notification to Employees 126

39.2 Union Dues Deduction 126

39.3 Revocation of Membership 126

39.4 Voluntary Deduction 127

39.5 Employee Status Reports 127

39.6 Indemnification 129

ARTICLE 40 - COMPENSATION 130

40.1 Exempt Employee Salary Assignments 130

A. Effective 130
B. Educational Pay 130

40.2 Periodic Increments 130

40.3 Pay for Performing the Duties of a Higher Paid Position 131

40.4 Employee Requested Salary Increases 131

40.5 Salary Overpayment Recovery 131
A. Discovery 131
B. Method of Payback 132
C. Appeal Rights 132

40.6 Dependent Care Salary Reduction Plan 132

40.7 Pretax Health Care Premiums 133

40.8 Voluntary Separation Incentives – Voluntary Retirement Incentives 133

40.9 Retention Incentive 133

ARTICLE 41–HEALTH CARE BENEFIT AMOUNTS 134

41.1 Health Care Benefits Amounts 134

41.2 Health Care Benefits Amounts 134

41.3 Wellness 134

ARTICLE 42 – SAVINGS CLAUSE 136

ARTICLE 43– PRINTING OF AGREEMENT 138

ARTICLE 44 – POSITION REVIEWS 140

ARTICLE 45 – SIGNED AGREEMENT 142

APPENDIX A - LAYOFF UNITS 144

INDEX 145

PREAMBLE

The purpose of this Agreement is to promote a harmonious and mutually supportive relationship between two components of the educational community who are signatories of this agreement - the Board of Trustees and the Administration, and the Washington Federation of State Employees (WFSE), AFSCME Council 28, AFL-CIO, referred to as the Union – by encouraging a spirit of cooperation between these two groups for their mutual advantage and in the public interest. To this end, the parties commit to a collaborative working relationship and the sharing of information with their respective constituent groups.

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

[BLANK PAGE]

ARTICLE 1 – Union Recognition

1.1 The Employer recognizes the Union as the exclusive bargaining representative for exempt employees described in Appendix A.

1.2 This Agreement covers the employees described in Appendix A, entitled but does not cover any statutorily excluded positions or any positions excluded in Appendix A.

[BLANK PAGE]

ARTICLE 2 - Non-Discrimination

2.1 The college will comply with all applicable federal and state regulations. Prohibited discrimination by either party includes but is not limited to: religion; age; sex; status as a chestfeeding parent; pregnancy; marital status; race (including traits historically associated or perceived to be associated with race such as but not limited to, hair texture and protective hairstyles); color; creed; national origin; citizenship or immigration status; political affiliation; military status; status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran; sexual orientation; gender identity; gender expression; any real or perceived sensory, mental or physical disability; use of a trained guide or service animal by a person with a disability; generic information; HIV/AIDS or Hepatitis C status; status as an actual or perceived victim of domestic violence, sexual assault, or stalking; because of the participation or lack of participation in union activities; and any other legally protected class. It is important that employees be able to conduct work in an environment free from discrimination and harassment and have an avenue for addressing concerns or complaints. Concerns and complaints will be addressed per college policy.

The College will provide annual notice concerning applicable campus policies and state and federal regulations.

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

[BLANK PAGE]

ARTICLE 3 – Union Rights

Representation

Upon request, an employee will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, 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.

3.1 Staff Representatives

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

B. Staff representatives may have access to the Employer's offices or facilities 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. The staff representative may meet with bargaining unit employees in non-work areas during the employee's meal periods, rest periods, and before and after their shift.

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

3.2 Union Stewards

A. Steward List

The Union will provide the Employer with a written list of each current union steward, including any mentored steward. The Union will maintain the list. The Employer will not recognize an employee as a union steward if their name does not appear on the list.

B. Paid Release Time

Union stewards, including any mentored stewards, will be granted a reasonable amount of time during their normal working hours to investigate and process grievances in accordance with **Article** 38, Grievance Procedure. In addition, union stewards, including any mentored stewards, will be released during their normal working hours to prepare for and attend meetings within the steward's bargaining unit for the following representational activities:

i. Management scheduled investigatory interviews and pre-disciplinary meetings, in accordance with **Article 26**, Discipline;

ii. Management scheduled new employee orientation or other approved Union access to new employees.

iii. Pre-meetings and Union-Management Communication Committees in accordance with **Article 30**, Union-Management Communication Committee; and

iv. Informal grievance resolution meetings, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings in accordance with Article 38, Grievance Procedure, and held during their work time.

C. Notification

The union steward, including any mentored steward, will obtain approval from their supervisor before attending any meeting or hearing during their work hours. All requests must include the approximate amount of time the steward expects the activity to take. Any college business requiring the union steward's immediate attention will be completed prior to 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 work time. Attendance at meetings or hearings during the union steward's non-work hours will not be considered as time worked. Union stewards cannot use state vehicles to travel to and from a work site in order to perform representational activities unless authorized by the college. If the amount of time a union steward spends

performing representational activities is affecting their ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.

3.3 Employees

A. Paid Release Time

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

i. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article 38, Grievance Procedure, and held during their work time;

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 may appear without loss of pay if they appear during their work time, providing the testimony given is related to their job function or involves matters they have witnessed, and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses.

ii. Management scheduled investigatory interviews and/or pre- disciplinary meetings, in accordance with Article 38, Discipline, and;

iii. Negotiations in accordance with Article 29, Mandatory Subjects.

B. Notification

An employee will obtain prior approval from their supervisor before attending any meeting or hearing. All requests must include the approximate amount of time the employee expects the activity to take. As determined by the supervisor, any college/district business requiring the employee's immediate attention must

be completed prior to 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 work time. Attendance at meetings or hearings during the employee's non-work hours will not be considered as time worked. An employee cannot use a state vehicle to travel to and from a worksite in order to attend a meeting or hearing unless authorized by the college/district.

If the amount of time an employee spends attending meetings or hearings is affecting their ability to accomplish their assigned duties, the Employer will not continue to release the employee and the Union will be notified.

3.4 Use of State Facilities, Resources, and Equipment

A. Meeting Space and Facilities

The Employer's campuses and facilities may be used by the Union to hold meetings subject to the Employer's policy, availability of the space and with prior written authorization of the Employer.

B. Supplies and Equipment

The Union and employees will 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 activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from college business.

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

The Union and employees will not use state-owned or operated e-mail, fax machines, the Internet, or intranets to communicate with one another regarding union business. However, an employee may use state-owned e-mail to request union representation or to notify the Human Resources Office of their intent to distribute union material per Section 3.7. In addition, local union officers, shop stewards and union management communications committee members may use state owned/operated equipment to communicate with affected employees, the Union and/or the Employer for the exclusive purpose of

administration of this Agreement. Such use will:

i. Result in little or no cost to the Employer;

ii. Be brief in duration and frequency;

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

iv. Not distract from the conduct of state business;

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

vi. Not compromise the security or integrity of state information or software.

D. Local union officers, shop stewards and union management communication committee members 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 Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

E. Up to twice per month, the Union, will distribute notifications by email limited to topics, date, time and location of union sponsored informational meetings open to the entire bargaining unit.

3.5 Information Requests

A. The College agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its statutory responsibility to negotiate and administer this Agreement. When the Union submits a request for information that the College believes is unclear or unreasonable, or which requires the creation or compilation of a report, the College will contact the Union staff representative and the parties will discuss the relevance, necessity and costs associated with the request.

B. The Employer will acknowledge receipt of the information request and will provide the Union with a date by which the information is anticipated to be provided.

3.6 Bulletin Boards and Newsstands

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. Where no bulletin board or space on existing bulletin boards have been provided, the Employer will supply the Union with two (2) boards in central locations designated by the college and accessible to all employees. Material posted on the bulletin board will be identified as union literature and shall be appropriate to the workplace, politically non-partisan, and comply with state ethics laws.. Union provided newsstand(s) must meet the Employer's campus standards. Union communications will not be posted or otherwise disseminated in any other location on the campus, except as provided in the College policies and in **RCW 40.07**.

3.7 Distribution of Material

A union-designated employee will have access twice per month to their worksite for the purposes of distributing union information to other bargaining unit employees provided:

A. The employee is on break time or off duty;

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

C. The distribution will normally occur via desk drops or mailboxes as determined by the Human Resources Manager. In those cases where circumstances do not permit distribution by those methods, an alternative method will be mutually agreed upon; and

D. The employee will send an email to notify the Human Resources Office in advance of their intent to distribute information.

3.8 Time Off for Union Activities

A. Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employees' time off will not interfere with the operating needs of the college/district as determined by management. If the absence is approved, the employees may use accumulated compensatory time, personal holiday, or

vacation leave instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.

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

3.9 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 of a specified duration, not to exceed six (6) months, provided the employee's time off will not interfere with the operating needs of the college/district as determined by management. Employees who accept temporary employment with the Union may be allowed to use vacation leave or compensatory time to maintain their medical benefits while working for the Union. The Union will reimburse the Employer for the "fully burdened costs of the positions" the Employer incurs as a result of an employee accepting the temporary employment. The Union will reimburse the Employer. 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 a position in the same job classification and the same geographical area, as determined by the Employer.

3.10 College Committee Meetings

Employees appointed to serve on College Committees will be provided with paid release time. Employees who are not appointed to a College Committee but would like to attend the meeting must first obtain approval from management.

3.11 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, for a period not to exceed two (2) years. The Union will give the College at least 90 (ninety) calendar days prior notice, unless otherwise agreed. The Union will reimburse the College for the "fully burdened costs of the positions" (including unemployment cost) 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 comparable position provided such position is vacant or occupied by a temporary

employee, and provided such reemployment is not in conflict with any articles in this Agreement. The employee and the College may enter into a written agreement regarding return rights prior to the commencement of leave.

[BLANK PAGE]

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 provisions 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 location of operations, office, 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 not limited to, the priority, quality, and quantity of work;

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

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

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

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

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, consistent with College policy. To that end, all supervisors and employees are encouraged to engage in free and open discussions about resolution of disputes. When mediation is requested and there is agreement between the parties and the College to move forward with mediation, the College will make neutral, professional mediation available. Also, the Employer will inform employees about the resources for conflict resolution. Conflict resolution training will be made available to employees and supervisors upon request

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 resolve this as the earliest opportunity and at the lowest level.

A. Level 1 - Report this behavior to the employee's management supervisor in the employee's chain of command.

B. Level 2 - If there is no resolution at Level 1 the behavior should be reported the employee's Vice President.

C. Level 3 – If there is no resolution at Level 2, the final level would be to report the behavior to the Executive Director of Human Resources.

The Employer will investigate the reported behavior and take appropriate action as necessary. The employee and/or union representative will be notified upon conclusion of the investigation. Upon request, the Employer will provide the employee and the union representative with a copy of the investigation report.

5.3 Retaliation against employees who make a workplace behavior complaint will not be tolerated.

5.4 Supervisors, managers and Human Resource Office staff will be trained on Article 5, Workplace Behavior. The Employer and the Union may agree to joint training on workplace behavior for all employees.

5.5 The procedural aspects of this article are subject to Step 3 of the grievance procedure only. No other grievance steps apply.

ARTICLE 6 - Hiring and Appointments

6.1 Filling Positions

The College will determine when and how a position will be filled, the type of appointment to be used when filling the position, and the qualifications necessary to perform the duties of the specific position. When making an appointment the College commits to appointing external and internal, qualified and diverse candidates. Applicants or candidates who need a reasonable accommodation are responsible for requesting reasonable accommodation(s). If there are internal candidates who meet the skills and abilities required for a position within the bargaining unit, the Employer will offer those candidates an interview.

6.2 Recruitment

A. Open Competitive Recruitment

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

B. Temporary Appointments or Assignments

A temporary appointment or assignment may be made for up to 1050 hours whenever a need exists to fill an exempt position quickly and on a short-term basis.

C. Appointing Authority

The president may appoint candidates to an exempt position without a recruitment process as needed.

6.3 Types of Appointment

A. Regular or "Recurring" Exempt Positions:

Regular or "recurring" exempt positions are positions that are established and funded on a twelve-month basis at either a full-time or part-time level by the College.

Initial Appointments - Represented Exempt Professional Appointments shall specify the dates of employment, salary for the employment period and any other details not specified in this Agreement. Initial appointments shall be for a period not to exceed six months with reviews after ninety (90) days and six (6) months. If notice of non-renewal is given within the first six (6) months the employment will terminate without recourse. Appointments made after July 1 will be paid based on the prorated contract days remaining in the fiscal year, unless terminated sooner as provided by College Policy ADSV-207 (Reassignment) as of the date of signing this agreement or Article 26 (Discipline) of this Agreement.

Renewal Appointments - Represented Exempt Professional Appointments shall specify the dates of employment, salary for the employment period and any other details not specified in this Agreement.

With implementation of the first renewal, and all successor renewals, the employer agrees that notice of non-renewal will be consistent with College Policy ADSV-207 as of the date of signing this agreement, and Article 26 (Discipline) of this Agreement which includes the principle of Just Cause:

1. Notice of non-renewal will be given at least 90 days in advance of termination during the current contract term, unless the employer has Just Cause to terminate as otherwise provided in this agreement.

B. Non-Permanent Appointments

The College will abide by the applicable **RCW**s and **WAC**s regarding Non-Permanent Appointments.

C. Project Employment

A project employee is one who is hired to perform a particular task or project. Examples of tasks performed by such employee(s) include, but are not limited to: The temporary need to fill a seasonal need; or to perform a task which requires specialized knowledge, skills, and abilities.

6.4 Reversion Rights to Classified Service

In accordance with **RCW 41.06.070**, a permanent employee in a classified position who accepts an appointment to an exempt position has the right to return to classified service, provided that the exempt employee was not terminated for gross misconduct or malfeasance. The employee must apply to Human Resources for return to classified service within thirty (30) days of separation from employment in an exempt position. An employee hired directly into an exempt position does not have the right of reversion to a classified service position.

6.5 Notice

Not less than 90 Calendar Days prior to the appointment expiration.

[BLANK PAGE]

ARTICLE 7 - Work Schedules

7.1 Work Schedule Agreement

Compensation for employees covered by this Agreement is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the College. The College's policy for all overtime-exempt employees covered by this Agreement is as follows:

A. Position Descriptions, duties and responsibilities determination

The College determines the products, services, and standards which must be met by overtime-exempt employees, and will provide employees with a written position description that includes the duties and responsibilities of the position.

B. Work Schedules

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. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the College based on legitimate business needs.

The salary paid to over-time exempt employees is full compensation for all hours worked.

Employees may request to alter their work schedules. The college will take in to consideration the employee's personal need for altering their schedule, and such requests will be granted based on the college's business needs. Employees are responsible for keeping their management supervisor apprised of their whereabouts during their scheduled work time. Prior approval from the supervisor for the use of paid or unpaid leave for absences is required, except for

unanticipated sick leave.

C. Committees

While employees are encouraged to participate in college committees, prior approval from their management supervisor is required.

7.2 Hours of Work

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. Overtime-Exempt Employees

Employees who are not covered by the overtime provisions of state and federal law.

D. Part-time Employees

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

E. Work Schedules

Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

F. Work Shift

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

G. Workday

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

H. 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 normally 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 their designee.

I. Telework

Telework is the practice of performing required job functions from an alternate work site approved by the college/district in accordance with its policy and procedure.

7.3 Determination

The Employer will work in accordance with applicable law to determine whether a position is overtime-eligible or overtime-exempt. If there is a change in the overtime eligibility designation for an employee's position, the Employer will provide the employee and the Union with written notification of the change.

7.4 Overtime-Eligible Employees

A. Work Schedules

1. Regular Work Schedules

The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, with two (2) consecutive calendar days off and starting and ending times as determined by the requirements of the position and the Employer. The Employer may adjust the regular work schedule with proper notice to the employee.

2. Alternate Work Schedules

Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules comply with federal and state law. When there is a holiday, employees may be required to switch from their alternate work schedules to regular work schedules.

3. The Employer will not adjust the workday or the employee's workweek to avoid the payment of overtime or accrual of compensatory time. This provision will not apply when an employee requests or agrees to change their hours within the workweek and works no more than forty (40) hours within the workweek.

B. Schedule Changes

1. Temporary Schedule Changes

Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting twenty-one (21) calendar days or less. Overtime-eligible employees will receive fourteen (14) 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 an affected employee is on extended leave, notice may be sent to the employee's last known address.

2. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive fourteen (14) calendar days' written notice of a permanent schedule change. The day 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 an affected employee is on extended leave, notice may be sent to the employee's last known address.

3. Emergency Schedule Changes

The Employer 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 written request and with the Employer's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred. A request for a temporary schedule change may be approved for up to 90 days. Denials of schedule change(s) requested will include the reason for the denial in writing.

C. Home Phone Calls and Other Communications

With the supervisor's prior approval, time spent on work-related telephone calls or other communications received during the employee's non-work time and subsequent, related employee-initiated calls will be considered time worked.

7.5 Overtime-Eligible Employees Unpaid Meal Periods

The Employer 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 Employer's work requirements and the employee's wishes. Employees working three (3) or more 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, to complete the unpaid meal period. 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. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

7.6 Overtime-Eligible Employees Rest Periods

The Employer 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 for each one half (1/2) shift of four (4) or more hours worked at or near the middle of each one half (1/2) shift of four (4) or more hours. Rest periods require relief from duty. 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 Employer. The employee and supervisor will discuss the need for overtime in advance. The supervisor will assess and if necessary, approve prior to overtime use. Article The Union may request to bargain in accordance with 29, Mandatory Subjects.

7.8 All Overtime-Eligible Employees Subpoenaed to Appear in Court

Employees will promptly inform the Employer when they receive a subpoena. An overtime-eligible employee who is subpoenaed to appear in court, provided the subpoena is related to their job function or involves matters they have witnessed at work, will be compensated for appearing in court and for travel per the OFM guidelines.

7.9 Overtime

Definitions

A. Overtime

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

B. 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.

C. Work

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

1. All hours actually spent performing the duties of the assigned job, rounded to the next quarter hour;
2. Travel time required by the Employer 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.

D. Work for overtime purposes does not include:

1. Shared leave;
2. Leave without pay;
3. Additional compensation for time worked on a holiday; and
4. Time compensated as standby, callback, or any other penalty pay.

7.10 Overtime Eligibility and Compensation

Employees are eligible for overtime under the following circumstances:
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.

7.11 General Provisions

A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the employees required to perform the work, and the duration of the work.

B. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently on duty. In the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime. The supervisor will give as much advance notice as possible to employees and consider an employee's personal and family needs prior to requiring overtime. There will be no pyramiding of overtime.

C. If an employee was not offered overtime for which they were qualified, the employee will be offered the next available overtime opportunity for which they are qualified.

7.12 Compensatory Time for Overtime-Eligible Employees

A. Compensatory Time Eligibility

The Employer may grant compensatory time in lieu of cash payment for overtime to

an overtime-eligible employee, upon agreement between the supervisor 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, as in Article 13, Vacation Leave. Employees may use compensatory time for leave as required by the **Domestic Violence Leave Act, RCW 49.76**. The Employer may schedule an employee to use their 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 employee will notify the supervisor and request a review of their schedule. Based on College business needs, the supervisor may make adjustments to avoid forfeiture of accrued compensatory time. The employee's compensatory time balance will be cashed out every June 30th or when the employee separates from the Employer. Employers may continue their current practices with respect to compensatory time cash out when the employee transfers to another position.
2. As an exception to Subsection 7.9 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 an employee's workload requires overtime during the months of May and June.

ARTICLE 8 – Training and Professional Development

8.1 Education Benefits

The College agrees to provide educational benefits to employees covered by this agreement as outlined in the College's Benefit for Tuition Waiver. Use of the Tuition Waiver at institutions other than TCC will be administered in accordance with the policy of those institutions.

Employees may request to take advantage of and pursue educational and professional development opportunities in accordance with Article 10.

Employees may request an alternative work schedule to engage in training and professional development in accordance with Article 7.

8.2 Membership and Conferences

A. Membership

All employees covered by this agreement may request enrollment in professional organizations and participation in institutional memberships that benefit the college as well as the employee's professional development. In consultation with the employee, the college will provide an approved professional association membership for each bargaining member.

B. Conferences

Employees may request to attend conferences. Requests should be submitted to their supervisor. Attendance and participation in conferences must be related to professional development as well as for the benefit of the college. The supervisor will approve or deny participation in conferences, in a timely fashion, in accordance with college procedure. If employees are approved or required to attend a conference, it will be at the college's expense in accordance with the college's travel policy. The college will provide professional development opportunities to bargaining unit members.

Professional Development funds will cover total costs to include travel, lodging, registration and all other associated costs.

8.3 Training or Professional Development Opportunities

On at least an annual basis, employees and management supervisors will mutually identify training that supports the mission of the College, the employee's position, duties, goals, and the professional development of the employee in accordance with Article 10. Within available resources, and with management approval, these identified opportunities may be granted to employees. Participation in such opportunities will be considered time worked.

8.4 Master Agreement Training

The Union will present training on this Agreement to union steward(s) within the bargaining unit. Union steward(s) will be released with pay for one (1) occasion for up to four hours to attend the training. The training time will be considered time worked for the Union steward who attends on a scheduled work day. Union steward(s) who attend on a non-work day will not be compensated by the College. The College and the Union will agree on the date, time, and name of steward attending the session.

8.5 New Employee Orientation

The College agrees to provide a union steward or union representative an opportunity to provide an orientation to new bargaining unit employees. The orientation will be held, once a month, for a duration no longer than thirty (30) minutes.

ARTICLE 9 – Workload and Staffing

9.1 It is Management's right to determine the College's workforce. Assigned job duties will be consistent with the employee's job description.

Overtime exempt employee's assigned duties should generally be accomplished within a forty (40) hour work week.

9.2 The College will ensure that workloads for employees with similar duties and job titles are established on an equitable basis. If an individual employee believes their workload needs to be reviewed, the employee will confer with their management supervisor. The management supervisor will work collaboratively with the employee to outline a prioritization of work, methods to accomplish work in the employee's workload, and workload adjustments if appropriate.

9.3 The College agrees that discussion of workload issues is an appropriate subject for the Union Management Communication Committee.

[BLANK PAGE]

ARTICLE 10 – Performance Evaluation

10.1 Purpose

The purpose of annual evaluation is to provide information to employees regarding their work performance over the year, discuss expectations and goals for the next year(s), and to identify professional development goals. The exchange of information in the evaluation contributes to the growth and development of the staff, the supervisor and their working relationship.

Regular communication or conversation between supervisors and staff should address staff performance. The evaluation is not a substitute for regular communication, rather a structured compliment to it.

10.2 Process

A. All employees will have a written position description that includes the duties of the position.

B. All employees will be evaluated at least annually.

C. The evaluation will be conducted by their management supervisor, generally the immediate supervisor.

D. The employee will contribute a self-evaluation, reflecting on the employee's goals and achievements. Management will provide the self-evaluation form to be used.

E. The evaluation will include a face-to-face meeting between the employee and the supervisor conducting the evaluation.

F. Within the month following the face-to-face meeting, the supervisor will provide a written evaluation of the employee. The employee will be provided a one (1) week opportunity to submit a written response, to the personnel file with the evaluation. After this time the performance evaluation will be filed in the employee's personnel file in the Human Resources Office.

10.3 Retention of Performance Evaluations

Copies of annual performance evaluations, along with written responses will be maintained in the employee's personnel file in accordance with **RCW 40.14** Preservation and Destruction of Public Records.

10.4 An employee who has not received an evaluation in accordance with this article will be considered to be performing well and meeting expectations.

ARTICLE 11 – Employee Files

11.1 The College will maintain one (1) official personnel file for each employee. Human Resources 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 Employees have 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. Employee(s) may schedule an appointment to examine their own employee files on work time, once per fiscal year for up to one (1) hour. 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 representative.

11.3 Employees are encouraged to maintain a file that contains information that is pertinent to their job performance.

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 seven (7) 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 management determines 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, including oral reprimands, following completion of the annual performance evaluation unless circumstances warrant otherwise. Upon request of the employee, the supervisor will share why the materials were not purged.

11.12 Removal of Documents

A. Written reprimands will be removed from an employee's personnel file after three (3) years.

B. Records of disciplinary actions involving reductions in pay, suspensions or demotions will be removed after three (3) years, if no additional disciplinary action has occurred in those preceding three (3) years, unless to do so would violate **RCW 41.06.450**.

C. Nothing in this Section will prevent the College from agreeing to an earlier removal date, unless required by law or legal process.

ARTICLE 12 – Holidays

12.1 Paid Holidays

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
The day immediately following Thanksgiving Day	
Christmas Day	December 25
Personal Holiday	

12.2 Unpaid Holidays

Employees have the right to take two unpaid holidays per calendar year for the following:

A. A reason of faith or conscience or

B. An organized activity conducted under the auspices of a religious denomination, church, or religious organization

Employee may take the unpaid holidays on the days the employee prefers to take them unless the employee's absence would impose an undue hardship on the employer or the employee is necessary to maintain public safety. Undue hardship is defined by OFM.

12.3 Observance of Holidays

With the approval of the Board, the President may designate other days to be observed in lieu of the legal holidays listed in this section to provide continued educational programs and services within the College.

12.4 Holiday Rules

A. Employees on less than full-time appointments shall receive holiday pay on a pro-rata basis at a rate proportional to the employee's FTE.

B. In order to be paid for a holiday the employee must be in pay status (scheduled work day) on the last scheduled day in the appointment period immediately prior to the holiday; except that, an employee whose appointment ends prior to a holiday shall not receive pay for the holiday.

C. A holiday that falls on a Saturday or other equivalent day not normally scheduled as a College business day shall be officially observed on the prior Friday or day immediately prior to the Saturday equivalent. A holiday that falls on a Sunday or other equivalent day not normally scheduled as a College business day shall be officially observed on the following Monday or day immediately following the Sunday equivalent.

12.5 Personal Holidays

An employee may request **one (1)** personal holiday during each calendar year provided

A. The employee has given proper notice to and obtained approval from their management supervisor to use the personal holiday; and

B. The number of employees selecting a particular day off does not prevent providing continued College programs and services.

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 they are unable to reschedule the day, it will be carried over to the next calendar year.

D. 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 one day and a personal holiday for a less than full-time employee is pro-rated proportional to the employee's FTE appointment.

E. An employee who has exhausted sick leave may request to use all of a personal holiday for sick leave purposes as provided in Article 14, Sick Leave.

[BLANK PAGE]

ARTICLE 13 – Annual Leave

13.1 Regular exempt employees will retain and carry forward any unused annual (vacation) leave that was accrued prior to the effective date of this agreement not to exceed two hundred and eighty (280) hours. Annual leave is earned after the completion of each month the employee is in pay status for 10 or more days in the month.

13.2 Regular Full-time Exempt Employees

Regular, full-time exempt employees covered by this agreement accrue two (2.00) days of annual (vacation) leave per month, commencing with the first month of employment, for a maximum of twenty-four (24) days each twelve (12) month period. Exempt employees appointed on a quarterly basis are not eligible to accrue annual leave.

13.3 Accrual Rate Proportional to FTE Exempt employees eligible to accrue annual leave as identified above and who have less than full-time appointments shall accrue leave on a prorated basis at a rate proportional to the employee's FTE.

13.4 Annual leave must be taken at the convenience of the College as determined by the management supervisor. An employee shall request annual leave utilizing the College's Time and Leave system.

For employees on less than 12-month appointments, annual leave may not be taken during or applied to non-appointment days.

Employees will submit requests for annual **leave ten (10) working days** in advance unless the use of leave was unanticipated, such as the use of annual leave for unanticipated sick leave purposes, in accordance with Section 13.7. Leave requests for unanticipated leave will be submitted by the employee no later than the first day upon returning to work.

13.5 Annual Leave Cash-Out at Separation

Annual leave shall not be cashed out at any time other than at the time of separation from employment with the College

An exempt employee who separates from the College due to any reason shall be paid in cash compensation at the rate of one (1) full day's pay for each full day of accrued leave. Compensation shall be based on the employee's salary at the time of separation. In addition, the estate of a deceased employee will be entitled to payment for each full day of accrued annual leave.

13.6 Annual Leave Maximum

Employees may accumulate maximum annual leave balances not to exceed two hundred eighty (280) hours.

If an employee's request for annual leave (vacation) is deferred by the college then accruals beyond the maximum shall be extended each month the leave is deferred. The employee's request to use annual leave must occur prior to exceeding the maximum accrual and the deferral shall be reported in writing to Human Resources to adjust the employee's annual leave accrual records.

The balance at each July 1st will not exceed two hundred eighty (280) hours unless a deferral is approved by the President or the President's designee.

13.7 Use of Vacation Leave for Sick Leave Purposes

An employee who has exhausted sick leave may be allowed to use vacation leave for sick leave purposes as provided in Article 14, Sick Leave.

ARTICLE 14 – Sick Leave

14.1 Employees will retain and carry forward any eligible and unused sick leave that was accrued prior to the effective date of this Agreement.

14.2 Sick Leave Accrual

Employees will accrue eight (8) hours of sick leave per month under the following conditions:

A. Employees working less than a full-time schedule will accrue sick leave credit on the same proportional basis that their employment schedule bears to a fulltime schedule.

B. Sick leave credit will not accrue for employees during leave without pay which exceeds ten (10) working days in any calendar month.

C. Sick leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

14.3 Sick Leave Use

Sick leave may be used for:

A. Personal

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

B. Family

1. Care of family members as required by the Family Care Act, **WAC 296-130**.
2. Illness or preventive health care appointments of relatives, significant others and domestic partners when the presence of the employee is required.
3. The reasons allowed under the Minimum Wage Requirements and Labor Standards, **RCW 49.46.210**, family members to include a:
   a. Child, including a biological, adopted, or foster child, spouse's child,

stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

b. 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;

c. Spouse;

d. Registered domestic partner, as defined by **RCW 26.60**;

e. Grandparent;

f. Grandchild; or

g. Sibling.

C. Minimum Wage Requirements and Labor Standards

Minimum Wage Requirements and Labor Standards In accordance with the Minimum Wage Requirements and Labor Standards, **RCW 49.46.210**, when an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; health related reason, as defined in **WAC 296-128-600(8)**, means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material; and health-related reason does not include closure for inclement weather.

D. Bereavement

A death of any relative that requires the employee's absence from work. Relatives are defined for this purpose as spouse, significant other, domestic partner, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law, ex-spouse or the employee's ex-mother/father-in-law when the employee has a related minor child, and corresponding relatives of employee's spouse, significant other or domestic partner.

E. Childcare and elder care emergencies

Childcare and elder care emergencies. Use of sick leave and vacation leave for emergency childcare and elder care is limited to a combined maximum of five (5) days per calendar year.

F. Military

Leave for Military Family Leave as required by **RCW 49.77** and in accordance with **Section 18.8**.

G. RCW 49.76

Leave for Domestic Violence, sexual assault, stalking, or hate crimes as required by **RCW 49.76,**

H. Other Qualifying absences

Qualifying absences for Family and Medical Leave (Article 17).

14.4 Judicial or administrative immigration proceedings

To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or the employee's family member as required by **RCW 49.46.210**.Vacation Leave, Personal Leave or Personal Holiday for Sick Leave Purposes

The Employer will allow an employee who has used all of their sick leave to use vacation leave, personal leave or all of a personal holiday for sick leave purposes as provided in **Subsection 14.3.A**. An employee who has used all of their sick leave may use compensatory time, vacation leave, personal leave or all of a personal holiday for sick leave purposes as provided in **Subsection 14.3. B**.

14.5 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.

14.6 Sick Leave Reporting, Certification and Verification

A. Notification

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 a relief replacement is necessary if they are absent, they will notify their supervisor at least two (2) hours prior to their scheduled time to report to work (excluding leave taken in accordance with **RCW 49.76** - Domestic Violence Leave).

B. Leave Abuse

If the Employer suspects abuse, the Employer may discuss FMLA eligibility and/or require a written medical certificate for any sick leave absence. When a medical certificate is required, the Employer will state the reasons for suspicion of sick leave abuse. The Employer will not require continuous medical verification for longer than six (6) months as result of the Employer suspecting abuse.

If medical certification or verification is required for overtime eligible positions, it shall be in accordance with the Minimum Wage Requirements and Labor Standards, **RCW 49.46.210**, **WAC 296-128-600** et seq. sick leave provisions and this Agreement. The Employer may not adopt or enforce any policy that counts the use of paid sick leave for an authorized purpose as an absence that may lead to or result in discipline against the employee.

C. Returning to work

An employee returning to work after any absence for a sick leave purpose that exceeds three (3) days 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.

14.7 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. Their 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 their 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.

14.8 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 cash 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.

14.9 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 14.8 above.

14.10 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 college to another, without a break in service, the employee's accrued sick leave will be transferred to the new college for the employee's use.

[BLANK PAGE]

ARTICLE 15 – Shared Leave

15.1 Shared Leave

The purpose of the Washington Shared Leave program (**RCW 41.04.650**) is to permit state employees, at no significantly increased cost to the State, to provide leave to come to the aid of another state employee who has been called to service in the uniformed services, who is responding to a state of emergency anywhere within the United States declared by the federal or state government, who is a victim of domestic violence (as defined by **RCW 26.50.010**), sexual assault (as defined by **RCW 70.125.030**), or stalking (as defined by **RCW 9A.46.110**), or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause the employee to take leave without pay or terminate employment.

Shared leave is a right granted by the **RCWs** stated above and not by the collective bargaining agreement. It is included in this agreement for educational purposes only.

The College will provide annual notice concerning applicable policies and regulations.

[BLANK PAGE]

ARTICLE 16 – Miscellaneous Paid Leaves

16.1 Personal Leave

Personal leave with pay is granted for the purpose of the employee's personal use. Although personal leave may be used for any reason, personal leave is usually provided for the employee to conduct personal business that cannot be accomplished during non-work hours.

A. Employees shall be granted personal leave as defined below:

1. A full-time regular exempt employee shall be granted and may use up to five (5) days of personal leave during each twelve (12) month period. The twelve (12) month period will begin at the beginning of each fiscal year.
2. A regular exempt employee on appointment for 50% FTE or greater may be granted personal leave on a pro-rata basis at a rate proportional to the employee's FTE.
3. An eligible employee on appointment for less than twelve (12) months shall be eligible for personal leave days at a rate proportional to their appointment period.
4. Personal leave accrues and is available for use commencing with the first day of the eligible employee's appointment.
5. Personal leave may not accrue to the next twelve-month period. Any personal leave not used in the twelve-month period, by June 30th will expire.

B. Employee requesting to use personal leave

The employee shall request leave through the college's Time and Leave System. An exempt employee shall give their immediate supervisor(s) at least two (2) days advance notice. Personal leave must be approved by the management supervisor in advance. In extraordinary circumstances management may waive the two (2) days advance notice.

16.2 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 for this jury duty service. An employee will inform their management 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 two (2) or more hours remaining on their work shift, they will work with their management supervisor to adjust their work schedule if needed. A copy of the jury summons will be provided to the HR office in support of the leave request, if there is suspected leave abuse.

16.3 Military Leave

Military Leave with pay is granted to eligible employees in accordance with applicable state and federal law.

16.4 Bereavement Leave

Employee may request and shall be granted up to **five (5) days** of paid bereavement leave for each death of a family or household member.

An employee on less than a full-time appointment may be granted bereavement leave on a pro-rata basis consistent with the period of their appointment occurring within a five-day period.

The employee may also be granted, with management supervisor approval, additional time away from work for the purpose of bereavement through the use of other available accrued leave or authorized leave without pay.

Family is defined as: child (including step-child, foster child, or legal ward and all definitions in Sick Leave Article 14.3.B3), spouse, significant other, ex-spouse or the employee's ex-mother/father-in-law when the employee has a related minor child, domestic partner, mother, father, stepmother, stepfather, sister, brother, niece, nephew,

first cousin, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, domestic partner's mother, domestic partner's father, grandchild, or others who qualify for sick leave use in Article 14. Household member is defined as a person who resides in the same house as the employee who has reciprocal duties and provides financial support for one another. This term does not include persons sharing the same general house when the living style is predominately that of housemates, or a dormitory or commune.

An employee may also request approval by the President of the College to be granted bereavement leave for other persons not listed above.

The College may request an employee verify/document that the leave taken is for the purpose of bereavement for a family or household member, if leave abuse is suspected.

An employee requesting bereavement leave shall complete the leave process in accordance with College procedure and submit the leave request for approval to their management supervisor on the Time Leave System, as soon as practical. The leave request must include the name of and the relationship to the deceased.

16.5 Interviews

Employees may be authorized, with prior notice, up to four (4) hours per fiscal year to participate in interviews for positions within the Community College District, other State Higher Education Institutions or State Agencies. Paid administrative leave will be granted for necessary travel, taking an examination and interviews with the community college district, other state higher education institutions or state agencies provided the absence of the employee does not create significant or unusual coverage issues.

16.6 Life Giving Procedures, Blood, Platelet, and Fluid Donations

A. When approved, employees will be granted paid leave, not to exceed thirty (30) days in a two (2) year period, as needed for the purpose of participating in life- giving

procedures. Such leave shall not be charged against sick leave or annual leave, and use of leave without pay is not required. 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. 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 participated in a life-giving procedure. Colleges/districts may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures.

B. When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for the donation of blood platelets or fluids to a person or organization for medically necessary treatments. The Employer may approve additional days through the use of accrued paid leave. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in the donation procedure. Colleges may take into account program and staffing replacement requirements in the scheduling of leave for these donations.

ARTICLE 17 - Family and Medical Leave

17.1 The parties recognize that

Effective January 1, 2020, the Washington Paid Family Medical Leave Act (PFML) replaced prior Washington state law for family medical leave (FML). PFML is a mandatory statewide insurance program administered by the Employment Security Department (ESD) that provides wage replacement and job protections (similar to FMLA) to eligible employees. Employees can receive PFML benefits if they meet eligibility criteria and experience a qualifying event as determined by ESD. Eligible employees must have been employed by any employer or employers for at least eight hundred and twenty hours (820) in the state of Washington during the qualifying period (typically the last year).

17.2 The Federal Family and Medical Leave Act of 1993 (FMLA)

A. Terms and qualifying events

The federal **Family and Medical Leave Act of 1993** (FMLA) is a federal entitlement providing job protections and insurance maintenance to employees who qualify. FMLA is unpaid, although employees may choose or be required to use their paid leave to substitute for any unpaid absence. Eligible employees must have worked for Tacoma Community College for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave and are entitled to up to twelve (12) work weeks of family medical leave in the following twelve (12) month period. PFML and FMLA have similar criteria in terms of qualifying events. They are summarized below and numbered 1 through 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, son, daughter, parent or state registered domestic partner as defined by **RCWs 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 state's PFML law 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 duty or on call to active-duty status of the Armed Forces, 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, rest and recuperation, and attending post-deployment reintegration briefings. In addition, the Employer and the employee may agree that other events which arise out of the covered military member's active duty or call to active-duty status qualify as an exigency, provided both agree to the timing and duration of the leave.

B. Military Caregiver Leave

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 to 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 or

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.

C. 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.

D. 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, compensatory time off, or shared leave.

17.3 Leave period

The family medical leave entitlement period will be a 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.

17.4 Continuation of Health Insurance

The Employer will continue the employee's existing employer-paid health insurance, life insurance and disability insurance benefits during the period of leave covered by family medical leave. The employee will be required to pay their share of health insurance, life insurance and disability insurance premiums. The Employer may require an employee to exhaust all paid leave prior to using any leave without pay (except for compensable work-related injury or illness), 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.

17.5 Designation of absences

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

A. For events qualifying under FMLA described in Section 17.2 (excluding

compensable work-related illness of injury and compensatory time), family medical leave runs concurrently with, not in addition to, any paid or unpaid leave. Any employee who has absences due to work related illness or injury covered by workers compensation and who meets the eligibility requirements listed in Section 17.2, may request that family medical leave run concurrently at any time during the absence.

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.

17.6 Parental and Pregnancy Disability Leave

A. Parental leave will be granted to the employee for the purpose of bonding with their newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by family medical leave and pregnancy disability may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the top internal step of the grievance procedure in Article 38.

B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory time, or leave without pay. Parental leave may be taken on an intermittent or reduced schedule basis in accordance with Subsection 17.2 A.

C. Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth and will be in addition to any leave granted under family medical leave or Washington state family leave laws.

17.7 Certification

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

17.8 Frequency

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 Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

17.9 Returning to work certification

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 Employer Notice

The employee will provide the Employer 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 Return to work rights

An employee returning from family medical leave will have return rights in accordance with FMLA and the Washington state PFML program.

17.12 Limitations

Nothing in this Agreement will prevent or limit an employee from filing a complaint regarding FMLA with the U.S. Department of Labor or regarding the PFML law with the state's Employment Security Department.

17.13 Definitions

Definitions used in this Article will be interpreted in accordance with definitions stated in the current FMLA and PFML law.

[BLANK PAGE]

ARTICLE 18 – Leave Without Pay

18.1 Leave without pay will be granted for the following reasons

A. Family and Medical Leave;

B. Compensable work-related injury or illness leave;

C. Military leave;

D. Volunteer firefighting leave;

E. Military family leave;

F. Domestic violence leave;

G. Child or elder care emergencies;

H. Legislative Service leave;

I. Health Emergency Labor Standards Act Leave; or

J. Leave for holidays for a reason of faith or conscience in accordance with Article 12.

Request for leave without pay for the above items will be submitted in writing.

18.2 Leave without Pay Professional or Personal Reasons

For regular exempt employees who have been employed by the College for a period in excess of one (1) year and who are in good standing with the College, the President or President's Designee may grant leave without pay for professional or personal reasons.

18.3 Provisions or Conditions for Leave without Pay – Professional or Personal Reasons

A. Requests must be in writing and be submitted to the President or designee through the regular exempt employee's approval chain (management supervisor, Dean/Director, VP, etc.). Requests must be submitted not later than March 31 (90 days prior to the commencement of the upcoming fiscal year).

B. Employees must discuss their request first with their management supervisor. The written request must include the reason(s) for the leave, the dates, duration, return date and supporting documentation.

C. The employee must also submit a copy of the written request for leave to their Dean/Director, Human Resources, and Vice President.

D. The President or designee, at their discretion, will review leave requests and approve or deny request for leave without pay for professional or personal reasons.

18.4 Limitations

A. Leave without pay for professional or personal reasons will be no more than twelve (12) months, the President may however, grant an extension of such leave;

B. Approval or denial of leave without pay for professional and personal reasons is not subject to the grievance procedure.

18.5 Returning Employee Rights

Employees returning to the College from leave without pay will have a right to the same or comparable position provided such position is vacant or occupied by a temporary employee, and provided such employment is not in conflict with any articles in this Agreement.

18.6 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.

18.7 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.

18.8 Military Family Leave

Will be granted in accordance with the Military Family Leave Act, **RCW 49.77**, to an employee whose spouse or state registered domestic partner as defined by **RCW 26.60.020** and **26.60.030** is on leave from deployment or before and up to deployment, during a period of military conflict. Use of leave without pay, compensatory time, vacation leave, sick leave, personal leave and all or part of a personal holiday is limited to a combined maximum of fifteen (15) working days per deployment. Employees must provide their management supervisor 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.

18.9 Domestic Violence Leave

Will be granted in accordance with the **Domestic Violence Leave Act, RCW 49.76**, including intermittent leave, 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.

18.10 Child or Elder Care Emergencies

Leave without pay, compensatory time or paid leave will be granted for child or elder care emergencies.

[BLANK PAGE]

ARTICLE 19 – Suspended Operations and College Closures

19.1 Definitions

Emergency situations adversely affecting college operations, property, public safety or health, or the well-being of individuals, may require suspended operations or closure of the College. The College President or the President's designee may suspend operations of all or any portion of the college if, in the President's or the President's designee's opinion, conditions make the closure or partial closure advisable. In the event of suspended operations, the President or the President's designee shall determine the number and type of staff needed during suspended operations; an employee should not report to work nor perform work at any remote location unless approved to do so by their management supervisor.

19.2 Notifications

Notification to employees of a decision to suspend operations or close the campus will be provided by one or more of the following methods: College phone message system, TCC Website front page notice, phone text or email notification, closure notice at **www.schoolreport.org**, written internal communication (e.g., email, internet, or memo); personal notification by the affected employees' management supervisor. Employees may also call the campus general line for information on the status of the College's operations. The status of College operations is typically posted by 6:30am.

19.3 Leave Reporting and Pay

When the College suspends operations the following will apply:

A. After reporting to work – employees released until further notice will suffer no loss in pay for the first day. For the balance of the closure the following options are available to employees:

1. Utilization of annual leave, personal leave, or personal holiday;
2. Authorized leave without pay;
3. Management supervisor approved adjustment to work week schedule;

4. Management supervisor approved adjustment to work schedule within the same work week.
5. Management and supervisor approved Telework

19.4 Inclement Weather

In the event the College remains open and operational but an employee covered by this Agreement is unable to report to work due to inclement weather the following will apply:

A. Utilization of annual leave, personal leave, or personal holiday;

B. Authorized leave without pay;

C. Management supervisor approved adjustment to work week schedule;

D. Management supervisor approved adjustment to work schedule within the same work week;

E. Management supervisor approved work at a remote location per 19.1 above.

F. Employees who report to work late because of conditions caused by inclement weather or a natural disaster will be allowed up to one (1) hour of paid time.

ARTICLE 20 – Compensable Work-Related Injury or Illness Leave

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, vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full sick leave, vacation leave or compensatory time pay in addition to any time loss payments. Notwithstanding Article 18, Leave Without Pay, the College may separate an employee in accordance with Article 21, Reasonable Accommodation and Disability Separation.

[BLANK PAGE]

ARTICLE 21 – Reasonable Accommodation and Disability Separation

21.1 Disability Accommodations

A. The Employer and the Union will comply with all relevant federal and state laws, and regulations providing reasonable accommodations to qualified individuals with disabilities. The Employer 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.

B. An employee who believes that they suffer a disability and requires a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the Employer (Human Resources). The college will acknowledge receipt of the request for reasonable accommodation or disability separation. The college will begin processing a reasonable accommodation request within thirty (30) calendar days.

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

D. The Employer will determine whether an employee is eligible for a reasonable accommodation and the accommodation to be provided. The Employer will provide a written response within fourteen (14) calendar days of making their determination, unless required otherwise by exceptional circumstances.

21.2 Safety Accommodations

A. An employee may request a reasonable safety accommodation if the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking (or perceived victim). An employee may be required to show verification of the need for a safety accommodation by providing a police

report showing the employee or family member was a victim, a court order protecting or separating the victim from the perpetrator of the act, or other evidence from the court or the prosecuting attorney to support the request. Documentation from an advocate for victims, an attorney, a member of the clergy or a medical or other professional who provides services to such victims may be provided, and it shall retain its confidential or privileged nature of communication pursuant to the extent provided by law. An employee can also provide a written statement that they or a family member are a victim and in need of the safety accommodation. Verification of the familial relationship to the victim can be in the form of a statement from the employee, a birth certificate, court document, or other similar documentation.

B. A reasonable safety accommodation may include, but is not limited to: 1. A transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened domestic violence, sexual assault, or stalking.

1. Qualifying leave pursuant to Article 13 – Vacation, Article 14 – Sick Leave, Section 16.1 – Personal Leave and Article 18 – Leave Without Pay may be considered a reasonable safety accommodation.
2. The Employer may deny a reasonable safety accommodation request based on an undue hardship, which means an action requiring significant difficulty or expense.

C. Other applicable safety reasonable accommodations for employees under the law or **WAC** would also apply.

21.3 Pregnancy Accommodations

A. For purposes of this section, "pregnancy" includes the employee's pregnancy and pregnancy related health conditions.

B. A pregnant employee may request a reasonable accommodation, which may include any of the following:

1. Providing more frequent, longer or flexible restroom breaks;
2. Modifying a no food or drink policy;
3. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's work station;
4. Providing seating or allowing the employee to sit more frequently if their job requires them to stand;
5. Providing for a temporary transfer to a less strenuous or less hazardous position;
6. Providing assistance with manual labor and limits on lifting;
7. Scheduling flexibility for prenatal visits; and
8. Any further pregnancy accommodation an employee may request, and to which an Employer must give reasonable consideration in consultation with information provided on pregnancy accommodation by the department of labor and industries or the attending health care provider of the employee.

C. The Employer may deny a reasonable pregnancy related accommodation based on undue hardship if the requested accommodation requires significant difficulty or expense. An Employer may not claim undue hardship for the accommodations listed above in Section 21.3 B.1, 2 and 4, or for limits on lifting over seventeen pounds, and the Employer may not request written certification for those same accommodation requests.

D. The Employer will not require a pregnant employee to take leave if another reasonable accommodation can be provided.

E. An Employer, except for the limitations in Section 21.3.C above, can require the employee to provide written certification from the treating health care professional regarding the need for a reasonable accommodation.

F. An Employer does not have to create a position for an employee asking for a

pregnancy accommodation or transfer a less senior employee, or promote the pregnant employee as part of a reasonable accommodation.

G. Other applicable pregnancy reasonable accommodations for employees under the law or **WAC** would also apply.

21.4 Disability Separation

A. An employee with permanent status may be separated from service when the Employer 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 Employer 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 Employer can require an employee to obtain a medical examination, at Employer expense, from a licensed physician or licensed mental health professional of the Employer's choice. Evidence may be requested from the licensed physician or licensed mental health professional regarding the employee's limitations.

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

C. The Employer will inform the employee in writing of the option to apply to return to employment prior to their separation due to disability. The Employer will provide assistance to individuals seeking reemployment under this Article for two (2) years. If reemployed, upon successful completion of the employee's probationary period, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.

D. A disability separation is not a disciplinary action. Disability separation at the employee's request is not subject to the grievance procedure in Article 38.

ARTICLE 22 – Drug and Alcohol-Free Workplace

22.1 Compliance

All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol, marijuana, illegal drugs, or controlled substances. The College is required to comply with the Federal Drug Free Workplace Act, the Drug-Free Schools and Communities Act (DFSCA) and the Drug-Free Schools and Campuses Regulations in order to be eligible for federal funding. Compliance with these Acts requires colleges to adopt and implement a program designed to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees. Marijuana remains an illicit drug based on federal law despite Washington law. Pursuant to provisions of the Drug Free Work Place Act, qualifying institutions are required to make an ongoing good faith effort to maintain a drug-free workplace. Therefore, for purposes of this article, the terms "drugs" and "controlled substances" includes marijuana and/or medical marijuana as illicit drugs.

22.1 Possession or use of Alcohol and Illegal Drugs

Employees may not use or possess alcohol while on duty, except when authorized in writing by the College President or designee. The possession, use of, or reporting to duty affected or impaired by alcohol, marijuana, illegal drugs, or a controlled substance is strictly prohibited.

22.2 Prescription and Over-the-Counter Medications

Employees taking physician prescribed or over the counter medications, if there is a substantial likelihood that such medication will affect job or safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.

22.3 Drug and Alcohol Testing

Pre-employment drug testing may be required for applicants. Employees are subject to, post-accident, and reasonable suspicion testing. The testing will be conducted in accordance with College policy and procedure.

22.4 Reasonable Suspicion Testing

A. Reasonable suspicion

Reasonable suspicion testing for alcohol, marijuana, illegal drugs, or controlled substances may be directed by the College for any employee when there is reason to suspect that alcohol, marijuana, illegal drugs, or controlled substance use is adversely affecting the employee's job performance or that the employee presents a danger to the physical safety of the employee or another.

B. Objective grounds

Specific 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 alcohol, marijuana, illegal drugs, or controlled substance and/or alcohol use;
2. Evidence or observation of alcohol, marijuana, illegal drugs, or controlled substance use, possession, sale, or delivery; or
3. The occurrence of an accident(s) where a trained manager, supervisor, lead worker or other trained observer suspects, marijuana, illegal drugs, or controlled substance/alcohol use may have been a factor.

C. Referral

Referral for testing will be made on the basis of specific objective grounds documented by trained personnel who have attended training on detecting the signs/symptoms of being affected by alcohol, marijuana, illegal drugs, or controlled substances and verified by another trained supervisor, manager or other trained observer.

22.5 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 (such as an accident, injury or damage to property) has occurred.

22.6 Training

Training will be made available to managers, 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 policy;

B. Rehabilitation services available;

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

D. Evidence or skill in observation of alcohol, marijuana, illegal drugs, or controlled substance use, possession, sale, or delivery.

[BLANK PAGE]

ARTICLE 23 – Safety and Health

23.1 Responsibility

The College, employees and Union have a significant responsibility for workplace safety and health. Employees shall not be required to work in unsafe or hazardous conditions or to perform hazardous tasks which endanger their health, safety, or wellbeing.

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 and standards established by the College, and as provided by this Article.

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 will provide employees with orientation and/or training to perform their jobs safely.

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 management supervisor, 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.

23.3 Joint Safety Committee

The College will form a joint safety committee, in accordance with WISHA requirements, at each work location where there are eleven (11) or more employees. Meetings will be conducted in accordance with **WAC 296-800-13020**. Committee

recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary.

23.4 Wellness

The College encourages employee wellness. The College will provide employees access to wellness facilities and resources consistent with other employee groups.

23.5 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 to conduct ergonomic assessments. Solutions to identified issues/concerns will be implemented within available resources.

23.6 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 may include safe workplace practices, injury prevention, crisis management/emergency response, and campus lock-down procedures.

23.7 Allergies

Employees with allergy disability concerns that may require a reasonable accommodation to perform the essential functions of the employee's position may make such an accommodation request by submitting a written request to the College's Human Resources Executive Director in accordance with Article 21.

23.8 Safety and Health Grievances

Grievances arising out of violations of this Article will start at Step 2 of the grievance process.

ARTICLE 24 – Travel and Per Diem

24.1 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 Office of Financial Management and College policy, and the following provisions:

A. Employees who properly request reimbursement and are denied may request a review of the denial. Such review will include an explanation of the denial based on the provisions of the State's Administrative and Accounting Manual (SAAM); and

B. Authorized reimbursements will be processed and paid to the employee no later than 10 work days after receipt of the properly completed Travel Expense Voucher.

[BLANK PAGE]

ARTICLE 25 – Commute Trip Reduction, Telework, Flex Time, Compressed Workweek, and Parking

25.1 Commute Trip Reduction

The College will continue to encourage but 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 Requests for workweek arrangements

Flexible work hours and/or telework, flextime, and compressed workweek arrangements may be requested Consistent with College policy. Approval of telework, flextime, and compressed workweek arrangements is at the sole discretion of management and is reviewed on a case-by-case basis to ensure the needs of the College are met. Request for telework, flextime and compressed workweeks must be submitted in writing to the management supervisor on the designated College form. Approval for telework, flextime, and compressed workweeks must be approved by the management supervisor and appropriate Vice President.

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. Definition

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 10 (ten) business 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 and will include a statement of documented business need.

C. Telework, Flex Time, and Compressed Workweek Requests and Agreements

An employee may submit a written request to their supervisor for approval to telework in accordance with College policy and the College will provide a written response within 10 (ten) 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 needs. 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. A telework agreement shall not change an employee's duty station. Employees living in a county with a cost-of-living adjustment shall not receive the adjustment unless their duty station is located in that county. 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, Flextime, and Compressed Workweek Agreements

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 a minimum of 10 (ten) business 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 Parking procedures

Parking procedures will be in accordance with **RCW 28B.50.140** and applicable **WAC**. The College understands that Parking is a mandatory subject of bargaining.

25.5 Parking fees

A. Employees will not be charged for up to two (2) free parking permits annually. Each additional permit is $10.00 per quarter for full-time employees. This fee also applies to replacing a lost parking permit.

B. The College may continue its current practice to offer pre-tax parking permits, via payroll deduction.

C. Employees who have outstanding, unpaid citations may not pick up a new parking permit until/after their citations have been paid or resolved by the College.

[BLANK PAGE]

ARTICLE 26 - Discipline

26.1 Just Cause

The College will not administer discipline without just cause.

26.2 Corrective Action and Discipline

Corrective measures and disciplinary action will normally be administered progressively. Progressive discipline may be waived for serious misconduct.

A. Corrective Action

A corrective action is defined as counsel or guidance, provided by the management supervisor in an effort to avert disciplinary action. Corrective actions may be documented in the management supervisor's file with a copy to the employee, subject to removal after one year if no additional incidents occur.

B. Disciplinary Action

Disciplinary action shall be administered for just cause and include documented oral reprimand, written reprimand, suspension without pay, reduction in salary, demotions, and dismissal. Documentation of disciplinary action will be placed in the employee's personnel file.

C. Employee Rights

Employees shall have a right to have a union representative present at a meeting when the employee has a reasonable belief that they may be subject to disciplinary action. It is the employee's responsibility to contact a representative of their choosing. The role of the representative will be to assist the employee.

26.3 Privacy

When administering discipline, the College will make a reasonable effort to protect the privacy of the employee.

26.4 Investigations

The College has the authority to conduct investigations, with the following provisions:

A. Union Representation

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 seeking representation is responsible for contacting the representative. If the requested representative is not available, the employee may select another representative who is available. The availability of a representative may not unduly delay the investigation or interfere with management's right to conduct the investigation. Every effort will be made to cooperate in the investigation.

B. Roles

The role of the union representative is to provide assistance and counsel to the employee and not interfere with the College's right to conduct the investigation.

C. Notifications

1. 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.
2. Upon request by the employee, if an investigation lasts longer than ninety (90) days from the date the employee was notified of the investigation, the Employer will provide a written explanation to the employee and the Union representative of the current status of the investigation (for example: interviews still being conducted, drafting of investigative report, waiting for analysis of data), next steps and approximate timeframe for completion.

D. At the conclusion of any investigation where the College elects not to take disciplinary action, the employee will be provided with a notification that the investigation is completed and that no discipline will be imposed.

26.5 Alternate Assignments

An employee placed on an alternate assignment during an investigation will not be prohibited from contacting a 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, administrative systems, students, staff, and others involved in the investigation unless authorized by the College.

26.6 Pre-Disciplinary meeting

Prior to administering discipline, 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. A pre-disciplinary meeting with the College will be considered time worked.

26.7 Union Notification

The College will provide the Union with a copy of any disciplinary letters and the supporting documentation.

26.8 Authority and grievance

The College has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 38. Oral reprimands may be processed only through Step 3 of the grievance procedure.

[BLANK PAGE]

ARTICLE 27 – Resignation and Abandonment

27.1 Voluntary Resignation

A notice of voluntary resignation may be approved at any time with the mutual consent of the employee and the College President or designee. Under other circumstances the employee shall give fourteen (14) calendar days' notice. The College may permit an employee to withdraw their resignation at any time prior to the effective date.

27.2 Unauthorized Absence/Abandonment

When an employee is absent without authorized leave and has failed to contact the College, it is the College's practice to contact the employee at the phone number provided to the Human Resources Office. When an employee has been absent without authorized leave and has failed to contact the College for a period of three (3) consecutive work days, the employee is presumed to have resigned from their position.

27.3 Notice of Separation

When an employee's resignation is presumed in accordance with Section 27.2 above, 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.

27.4 Petition for Reinstatement

An employee, who has received a separation notice in accordance with Section 27.3 above, may petition the President or Designee 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.

[BLANK PAGE]

ARTICLE 28 – Privacy and Off-Duty Conduct

28.1 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.

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

A. A conflict of interest as set forth in **RCW 42.52** Washington State Ethics,

B. Detrimental to the employee's work performance,

C. Detrimental to the program of the College.

28.3 Off duty, non-violent civil disobedience that is not detrimental to the college, its programs, or the employee's work performance will not be grounds for disciplinary action.

28.4 An Employee will report an arrest, court-imposed sanctions or conditions that effects their ability to perform assigned duties to the Human Resources Executive Director or appointing authority within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

[BLANK PAGE]

ARTICLE 29 – Mandatory Subjects

29.1 Notification and process

The College shall satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The College will notify, in writing, the Executive Director of the Union, of these changes. The Union may request discussions about and/or negotiations on the impact of changes in mandatory subjects. The Union will notify the College of any demands to bargain. In the event the Union does not request discussions and/or negotiations within twenty-one (21) calendar days of receipt of the College's proper notification, the College may implement the changes without further discussions and/or negotiations. 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 satisfy its bargaining obligations

The parties shall agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Union will provide the College with the names of its employee representatives at least seven (7) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the College as soon as possible.

29.2 Release Time

A. The College will approve paid release time for up to two (2) employee representatives who are scheduled to work during the time negotiations are being conducted.

B. The Union is responsible for paying any travel or per diem of employee representatives. Employee representatives may not use a state vehicle to travel to and from a bargaining session.

[BLANK PAGE]

ARTICLE 30 – Union-Management Committee

30.1 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. 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. The committee will be established in accordance with the following:

A. Proposals

Either party may propose items for discussion on topics which may include, but are not limited to: administration of this Agreement, changes to applicable law, legislative updates, resolving workplace problems and/or organizational change. The committee will meet, discuss and exchange information on issues of a group nature and general interest to both parties.

B. Composition

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, and a nonvoting staff representative of the Union. If agreed to by both parties, the Committee may invite appropriate resource persons to assist the Committee in matters brought before it.

C. Participation

The Union will provide the College the names of their committee members at least fourteen (14) calendar days in advance of the date of the meeting in order to facilitate the release of the employees. Employees will be released to attend committee meetings during their work time and will suffer no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for nor be considered time worked.

D. Meetings

All committee meetings will be scheduled on mutually agreeable dates and times. Agenda items will be exchanged in advance of the meeting date. Additional agenda items may be added by mutual agreement. Each party may keep written records of the meetings. The parties may agree to joint communication of union management activities.

E. Scope of Authority

The Union-Management Committee will have no bargaining authority; however, any agreements reached through this process will be reduced to writing and supported by the Union representatives and College.

ARTICLE 31 - Layoff and Recall

31.1 Layoff Basis

The College will determine the basis for, extent of, effective date of layoffs in accordance with the provisions of this Article. A layoff refers to a College-initiated action that results in a reduction in Staff. The basis for a layoff will be for business related reasons and includes, but is not limited to, the following reasons:

A. Lack of work;

B. Lack of funds; or

C. Organizational change.

Prior to implementing a layoff, the College will explore options, including but not limited to demotions, reduced work schedules, and leave without pay.

31.2 Notice to the Union:

When it is determined that layoffs will occur, the College will provide the Union with as much advance notice as possible, but not less than thirty (30) days' notice. The Union will be given an opportunity to meet with affected employees prior to implementation of the layoff.

31.3 Notice to the Employee

When a position is subject to a layoff, the College will give written notice of the layoff to the exempt employee as soon as practical, but not less than thirty (30) days prior to the effective date of the layoff. The written notice will contain the reason(s) or basis for the layoff and when applicable, the notice to the employee of the right to revert to classified service as provided by **RCW 41.06.070** and Article 6.

31.4 Voluntary Layoff, Leave of Absence or Reduction in FTE

Employee(s) may request a voluntary layoff, leave without pay, or a reduction in FTE to reduce the impacts of a layoff. The College will determine if a leave of absence and/or

reduction in FTE will be granted based on the needs of the department or programs.

31.5 Permanent Increase or Reduction in FTE

If the College determines a permanent increase or reduction in the FTE of an exempt employee is necessary, the employee will have the choice of staying in the reduced or increased position. If the employee declines, the employee will have the layoff rights allowed under Section 31.8.

31.6 Layoff Units

By January 1 of each year, the college will publish a layoff unit list that will be made available to the bargaining unit members through the college portal, with a copy to the Union. Appendix A.

31.7 Qualifications

Knowledge, skills, and abilities and education are documented criteria found in license/certification requirements, federal and/or state requirements, position descriptions, or recruitment announcements that have been identified at least six (6) months prior to the layoff.

31.8 Layoff Rights

If the College determines a position or positions must be eliminated, or if an incumbent subject to a reduction or increase in FTE declines to stay in the reduced or increased position, the following will apply:

A. Multiple Incumbents

When there are multiple incumbents assigned the duties of the position to be eliminated, the layoff will be applied to the employee(s) with the least continuous years of service at the college in the layoff unit.

B. Offers

The College will offer the laid off employee placement in another vacant exempt position within the layoff unit for which the employee can document the required

knowledge, skills, abilities, qualifications and education provided there is no documented discipline. If multiple vacant positions are available within the layoff unit, the College will offer the employee the choice of placement for those positions for which they qualify. When multiple employees are subject to a layoff at the same time, the employee with the most continuous years of service at the college will be offered first choice. Should there be multiple incumbents with the same number of continuous years of service at the College; the tie(s) will be broken by drawing lots with Union and HR participation. Subsequent choices will be offered to employees in order of continuous years of service at the college.

C. Recall

1. If there are no vacancies that meet the above criteria, the employee may request placement on the College's layoff list for this bargaining unit and will be returned to a position within their layoff unit when a vacancy occurs for which the laid off employee can demonstrate the necessary knowledge, skills, abilities, and qualifications. If there are multiple qualified names on the layoff list, the vacancy will be offered to the qualified candidate with the most continuous years of service at the college.
2. The employee's name will be removed from the internal layoff list after a period of two (2) years or after refusing three (3) offers of placement into a position, or at the employee's request, whichever occurs first.
3. An employee placed in a position from the layoff list will be issued an exempt employment agreement.

[BLANK PAGE]

ARTICLE 32 – Legal Defense

In accordance with **RCW 4.92.060** whenever an action or proceeding for damages shall be instituted against a bargaining unit employee, arising from acts or omissions while performing, or in good faith purporting to perform, official duties, such employee, may request the attorney general to authorize the defense of said action or proceeding at the expense of the state.

This is a right granted by **RCW 4.92.060** and not by the collective bargaining agreement. It is included in this agreement for educational purposes only.

[BLANK PAGE]

ARTICLE 33 – Employee Assistance Program

33.1 The College agrees to provide all bargaining unit employees access to a confidential employee assistance program selected and paid for by the College.

33.2 The College will grant, subject to business needs, work time for an employee to access the Employer Assistant Program for an initial evaluation. The employee will work with the management supervisor to schedule the time off.

[BLANK PAGE]

ARTICLE 34 – Employee Lounge Facilities

34.1 The Union and College recognize that creating an environment for student success is primary to meeting the mission of the college. To that end it may be necessary to modify employee lounge areas in order to provide service to students.

If the College reduces the number of employee lounge areas, for members of this bargaining unit it will provide notice per Mandatory Subjects of this change to employee working conditions.

[BLANK PAGE]

ARTICLE 35 – 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.

There may be occasion where a non-TCC employee such as a visiting fellow or professional partner, may direct the work of the employee. This non-TCC employee will not have any supervisory responsibilities.

[BLANK PAGE]

ARTICLE 36 – Contracting

36.1 Nothing in this Agreement will constitute a waiver of the Union's right to negotiate a mandatory subject in association with College's right to engage in competitive contracting. The College will notify the Union prior to notifying employees and will satisfy its collective bargaining obligation before contracting for bargaining unit work.

36.2 The College will notify the Executive Director of the Union of the proposed contracting in writing. If known at the time of the written notification, the notice must include:

A. The location where the work will be performed;

B. A description of the work to be contracted;

C. A description of the reasons for the contracting; and

D. The length and amount of the contract.

36.3 The Union will have twenty-one (21) calendar days from receipt of the written notice to request negotiations. The request must be in writing. If the Union does not request negotiations within twenty-one (21) calendar days, the Employer may contract for the work without the need for further negotiations.

36.4 In the event of conditions beyond the control of the Employer such as emergencies or mandated conditions requiring immediate implementation, the Employer will notify the Union in writing as soon as practical.

[BLANK PAGE]

ARTICLE 37 – No Strike / No Lockout

The parties agree that the public interest requires the uninterrupted performance of all College services and to this end pledge to prevent or eliminate any conduct contrary to that objective. Therefore, during the life of the Agreement the College shall not lockout any of the employees as a result of a labor dispute or grievance or disputes on personnel matters, nor shall the Union condone or authorize a work stoppage, work slowdown, or any other curtailment of work in the bargaining unit. Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform their official duties.

[BLANK PAGE]

ARTICLE 38 - Grievance Procedure

38.1 Grievance Procedure

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. All supervisors and employees are encouraged to engage in free and open discussions about resolution of disputes. In addition, when requested and there is agreement between the parties and the College to mediate, the College will make neutral, professional mediation available. Also, the Employer will inform the employees about the resources for conflict resolution. Conflict resolution training will be made available to employees and supervisors upon request.

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, or any **RCW**, **WAC**, College Policy and/or Federal Law referenced in the Collective Bargaining Agreement, which occurred during the term of this Agreement. Disciplinary action may be grieved, subject to the provisions of Article 26, Discipline. 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 the group of employees. The Union, as exclusive representative, is considered the only representative of the employee in grievance matters.

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 non-business day or holiday, the last day will be the next day which is not a non-business day or holiday.

Grievances, appeals and responses will be in writing and may be transmitted in an electronic format. 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 either the Union or the College to comply with the timelines will entitle either party 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 specific article and section of the Agreement violated;
4. The specific remedy requested;
5. The steps taken to informally resolve the grievance; and
6. The name and signature of the Union representative.

F. Modifications

No newly alleged violations may amend an active grievance, 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 based on the same set of facts.

J. Pay

Paid release time will be provided to employees, grievants and union stewards in accordance with Article 3, Union Rights.

K. Group Grievances

No more than three (3) grievants will be permitted to attend grievance meetings.

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. Discipline

Disciplinary grievances will be initiated at the level at which the disputed action was taken.

O. Grievance Files

Written grievances and responses will be maintained separately from the employee's personnel file.

38.2 Filing and Processing

A. Filing

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

The 28 twenty-eight-day period above should be used to attempt to informally resolve the dispute. 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.

C. Processing

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

38.3 Step 1: Management Supervisor, Director, Dean or Designee

If the issue is not resolved informally, the Union may file a written grievance to the management supervisor, Director, Dean or designee, with a copy to the Human Resources Executive Director within the twenty-eight (28) day period described in 38.3 A. The management supervisor, director, dean or designee will meet in person or confer by telephone with a union steward and/or staff representative and the grievant within twenty-one (21) days of receipt of the grievance, and will respond in writing to the Union within twenty-one (21) days after the meeting.

38.4 Step 2: Human Resources or Designee

If the grievance is not resolved at Step 1, the Union may move it to Step 2 by filing the written grievance, including a copy of the Step 1 decision, with the Human Resources Executive Director, with a copy to the Vice President for Administrative Services within twenty-one (21) days of the Union's receipt of the Step 1 decision. The Human Resource Executive Director will designate the appropriate person who will hear the grievance at Step 2. The designee will meet in person or confer by telephone with a union steward or staff representative and the grievant(s) within twenty-one (21) days of receipt of the grievance, and will respond in writing to the Union within twenty-one (21) days after the meeting.

38.5 Step 3: President, Vice President or Designee

If the grievance is not resolved at Step 2, the Union may move it to Step 3 by filing

the written grievance, including a copy of all previous responses, with the President, Vice President or designee, with a copy to the Human Resources Executive Director, within twenty-one (21) days of the Union's receipt of the Step 2 decision. The President, Vice President or designee will meet in person or confer by telephone with a union steward or staff representative and the grievant(s) within twenty-one (21) days of receipt of the grievance, and will respond in writing to the Union within twenty-one (21) days after the meeting.

38.6 Step 4: Mediation

If the grievance is not resolved at the final internal step, the Union, in consultation with the grievant, may file a request for mediation through the Public Employment Relations Commission (PERC) in accordance with **WAC 391-55-020**.

If mediation is selected, the Union's request for mediation will be sent to the Public Employment Relations Commission (PERC) in accordance with **WAC 391-55-020**, with a copy to the Office of Financial Management/Labor Relations Office (OFM/LRO) the Human Resources Executive Director and the Office of the Attorney General Education Division within thirty (30) days of receipt of the final internal step decision. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses.

The College will notify the Union and PERC if they agree to participate in mediation. If the College chooses to not participate in mediation, the Union may proceed to the next step in the grievance process.

The proceedings of any mediation will not be reported or recorded in any manner, except for written agreements reached by the parties during the course of the mediation. Unless they are independently admissible, statements made by or to the mediator, or by or to any party or other participant in the mediation, may not be:

1. Later introduced as evidence;
2. Made known to an arbitrator or hearings examiner at a hearing; and/or
3. Construed for any purpose as an admission against interest.

38.7 Step 5: Arbitration

If the grievance is not resolved at mediation or the College chooses to not engage in mediation, the Union may file a demand for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the mediation session or receipt of the notice that no mediation session will be scheduled. Simultaneous with filing, copies of the demand for arbitration will be provided to the Human

Resources Executive Director and the Office of the Attorney General – Education Division.

A. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

B. Authority of the Arbitrator

1. The arbitrator will:
   a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
   b. Be limited in the decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
   c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;
   d. Not have the authority to order the College to modify staffing levels or to direct staff to work overtime.
2. The arbitrator will hear arguments on and decide issues of arbitrability

before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the College and the grievant.

C. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room(s), will be shared equally by the parties.
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 costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. The requesting party will pay the cost of the court reporter. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its attorneys, representatives, witnesses, travel expenses, and any fees. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.

5. If, after the arbitrator issues the award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the expenses of the arbitrator.

38.8 Successor Clause

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

Article 39 - Dues Deduction and Status Reports

39.1 Notification to Employees

The Employer 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 Employer will furnish the employees with the Union payroll deduction authorization form provided by the Union. The Employer will inform employees, in writing, when they are leaving a position included in a bargaining unit.

39.2 Union Dues Deduction

A. Upon receipt of the employee's written authorization, the Employer agrees to deduct an amount equal to the membership dues from the salary of the authorizing employee within two (2) pay periods of the receipt of a properly completed request submitted to the appropriate college/district payroll office. The Employer will provide payments for all said 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 each college/district and the State Board for Community and Technical Colleges, with a copy to the Office of Financial Management, Labor Relations, of the percentage and maximum dues to be deducted from the employee's salary.

39.3 Revocation of Membership

An employee may revoke their membership and authorize cancellation of their payroll deduction of dues by the employee providing written notice to the Union. The Union will subsequently provide written notice to the Employer of the revocation of membership and dues cancellation. After receipt of the confirmation from the Union, every effort will be made to make the cancellation effective on the first payroll and not later than the second payroll, after payroll's receipt of the notice. Revocation does not alter a position's status as part of the bargaining units covered by this Agreement.

39.4 Voluntary Deduction

A. The Employer agrees to deduct from the wages of any employee who is a member of the Union a Public Employee Organized to Promote Legislative Equality (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 Employer and the Union. The Employer agrees to remit electronically any deductions made pursuant to this provision to the Union together with an electronic report showing:

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

B. The parties agree this Section satisfies the Employer's obligations and provides for the deduction authorized under **RCW 41.04.230** (1) and (6).

39.5 Employee Status Reports

A. Each month, the Employer will provide the Union a list of all classified employees in the bargaining units. The electronic list will be sent to WFSE headquarters. For all colleges/districts the reports will contain:

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 classification code and job title;
7. Unique employee system identification number;
8. Position number, if available;
9. Employer code;
10. Home department name;
11. Work location, if available;

12. Employee type;
13. Seniority date;
14. Employment date;
15. Job percent of full;
16. Gross wages (base salary) for the month (total salary from which dues/fees are calculated);
17. Salary range and step;
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 units, and the effective date of such action;
22. Retirement benefit plan; and
23. Overtime eligibility determination.

B. Each month, the Employer will provide the Union a list of all represented individuals per Article 3, Part-time Hourly Appointments, in the bargaining units. The electronic list will be sent to WFSE headquarters. For all colleges/districts the reports will contain:

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 classification code and job title, if available;
7. Unique employee system identification number;
8. Position number, if available;
9. Employer code;
10. Home department name, if available;
11. Employee type;
12. Employment date;

13. Gross wages from the previous month;
14. Salary range and step, if available;
15. Union deduction code(s), if available, and amounts;
16. Work county code and name, if available; and
17. Bargaining unit code.

The Union will maintain the confidentiality of all employees' permanent, home or mailing addresses and phone numbers. The Union will only use the employee's work phone number and work email address in accordance with Subsection 40.5 C.

39.6 Indemnification

The Union and employees agree to indemnify and hold the Employer and its officers, agents, employees, and contractors harmless from all claims, demands, suits or other forms of liability that arise against the Employer and its officers, agents, employees, and contractors for or on account of compliance with this Article and any issues related to the deduction of dues and any issues related to employee status reports.

ARTICLE 40 - Compensation

40.1 Exempt Employee Salary Assignments

A. Effective

Effective with the date of this Agreement, all employees will retain the job titles and duties that were in effect as of the date of formation of the union.

B. Educational Pay

1. All employees covered by this Agreement may request and will be granted additional pay for relevant educational achievement, as follows:
   i. Beginning with the fiscal year following achievement of a Master's Degree from an accredited institution, in a field relevant to their job duties, the employee's salary will be increased by one thousand, five hundred dollars ($1,500).
2. Relevant educational experience is determined by the College.
3. In order to qualify the employee must provide official transcripts from the accredited institution along with their written request to Human Resources. The transcript should reflect the degree awarded and the field of study.

40.2 Periodic Increments

It is the intent of the College to pass through to the employees the It is the intent of the College to pass through to the employees the following salary adjustments (the same COLAs negotiated at the WFSE/CC Coalition table).

A. Effective July 1, 2026, the College will provide members covered under this agreement an increase of 2% (two percent) to base salary.

B. The parties agree to meet and negotiate compensation for the second and third year of this Agreement beginning no earlier than March 2027. Agreements reached shall take effect July 1, 2027, unless otherwise agreed to by the parties.

40.3 Pay for Performing the Duties of a Higher Paid Position

Employees who are temporarily assigned the full duties, scope and responsibilities of a higher-level position covered by this negotiated agreement, for a period of fourteen (14) days or more will be notified in writing. The employee will be granted an additional five percent (5%) of their base pay during the temporary assignment of higher-level duties. The College may grant a higher salary increase. The increase will become effective on the first day the employee is performing the full scope of the higher-level duties and responsibilities.

40.4 Employee Requested Salary Increases

A. Employees may request a compensation/salary review for their position if they believe they have been assigned the full scope, duties, and responsibilities of a higher-level position within the bargaining unit.

Human Resources will review and evaluate employee requests within ninety (90) business days of receipt. When a determination is made, the employee will be notified in writing. If the request is denied, the notification will include an explanation of the analysis and information used to reach the conclusion.

B. The effective date of salary increases granted under this Section will be the date the employee's request is received by Human Resources.

40.5 Salary Overpayment Recovery

A. Discovery

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:

4. Voluntary wage deduction;
5. Cash; or
6. Check.

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%).

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.

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

C. Appeal Rights

If the employee contends that the overpayment was a result of a violation, misapplication, or misinterpretation of the negotiated agreement, which occurred during the terms of this agreement, the dispute will be resolved through the grievance procedure in Article 38 of this agreement through Step

40.6 Dependent Care Salary Reduction Plan

If provided by the Public Employees Benefit Board, 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.

40.7 Pretax Health Care Premiums

If allowed by law, 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. Medical/Dental Expense Account

If provided by the Public Employees Benefit Board, 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.

40.8 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. Such participation must be in accordance with the program guidelines adopted by the Department of Enterprise Services and the Department of Retirement Systems, following consultation with the Office of Financial Management. Program incentives or offering of such incentives are not subject to the grievance procedure.

40.9 Retention Incentive

Employees in this bargaining unit will receive an increase to their base salary of three-thousand dollars ($3,000) on reaching three years of service. Such increases will also apply retroactively to employees who have already reached three years of service

ARTICLE 41–Health Care Benefit Amounts

41.1 Health Care Benefits Amounts

The College agrees to provide to full-time employees all employer paid group health, dental and other appropriate insurance program which are approved by the **State of Washington Public Employee Benefit Board** (PEBB) and funded by the Legislature provided that the full-time employees meet the eligibility requirements of the PEBB. The College will deduct any employee contribution necessary to fully fund PEBB coverage.

41.2 Health Care Benefits Amounts

Pending an Order in Washington Federation of State Employees v. Office of Financial Management, Evergreen State College, South Sound Community College, And Tacoma Community College, Thurston Co. Superior Court Cause No. 23-2-00627-04

Either party can request to reopen the contract upon the issuance of a final declaratory order issued in the above referenced action that was filed on March 1, 2023.

41.3 Wellness

A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Health Risk Assessment survey. Employees will be granted work time and may use a state computer to complete the survey if authorized by the President.

[BLANK PAGE]

ARTICLE 42 – Savings Clause

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. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the unlawful or invalid article, section or portion.

[BLANK PAGE]

ARTICLE 43– Printing of Agreement

43.1 The College and the Union will share the initial cost of printing this Agreement. The Agreement will be printed using the College's print shop.

43.2 The College will provide all employees in the bargaining unit with one paper copy of the Agreement.

43.3 The College will post the Agreement electronically on the College's web site within thirty (30) days of Board of Trustees approval.

43.4 Employees with visual impairments may request a copy of this Agreement in large print or Braille format. The College and the Union will share the expense of producing such copies, if requested.

[BLANK PAGE]

ARTICLE 44 – Position Reviews

44.1 If an employee believes they are working higher level duties they may ask the College for a review of their duties.

A. The College will provide the needed forms, including instructions on what information is needed for an objective position review.

B. The employee will be provided an opportunity to submit any missing information necessary for an objective review, if that information was omitted in the original review request

C. The process will be collaborative in nature, including the employee, supervisor, and College human resources.

D. The employee may consult with the Union during this process and include a union representative in their discussions, if the employee so chooses.

E. The employee will receive, in writing, what duties were examined and an explanation of the decision made by the College within 60 days after the request was received by Human Resources

F. The employee will have the right to request an independent review by the Executive Director of Human Resources of a position review determination.

G. In the event the employee disagrees with the reallocation decision of the College, they may appeal the agency's decision to the College President in writing within thirty (30) calendar days of being provided the written decision by Human Resources. The president or their designee will provide a written decision on the appeal within thirty (30) work days, which shall be final and binding.

H. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the College's Human Resources Office.

I. Decisions regarding appropriate classification will be reviewed in accordance with this section, and are not subject to the provisions of Article 38 Grievance Procedure.

[BLANK PAGE]

ARTICLE 45 – Signed Agreement

45.1 Upon ratification by WFSE, the Agreement will be submitted to the Board of Trustees for approval. The Agreement will take effect January 1, 2026, after ratification by WFSE and the Board of Trustees and will remain in full force and effect through December 31, 2028; however, in accordance with RCW 41.56.123, 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.

45.2 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.

For Tacoma Community College:

/s/ _____ 2/4/26

Dr. Ivan Harrell III, Ph.D. *Date*

Representing TCC Management

On Behalf of the Board of Trustees

For the Washington Federation of State Employees - Exempt Employees Union

/s/ _____ Feb. 4, 2026

Ron Heley, Labor Advocate and Chief Negotiator *Date*

Representing WFSE Exempt Employees

[BLANK PAGE]

Appendix A - Layoff Units

Layoff Unit A	
Position	Department
Advisor	Advising
Coordinator – Career Center	Advising
Layoff Unit B	
Position	Department
Advisor – Basketball Coach	Advising/Athletics
Layoff Unit C	
Position	Department
Advisor/Volleyball Coach	Advising/Athletics
Layoff Unit D	
Position	Department
Dual Advisor	Advising/UWT
Layoff Unit E	
Position	Department
Coordinator-Running Start	Running Start
Educational Planner	Running Start
Layoff Unit F	
Position	Department
Coordinator SPC – FMLY	Early Learning Center
Layoff Unit G	
Position	Department
Retention Specialist	Fresh Start
Layoff Unit H	
Position	Department
Coordinator – Student Services	Gig Harbor Campus
Layoff Unit I	
Position	Department
Specialist – Adaptive Technology	Assessment & Access Services
Layoff Unit J	
Position	Department
Specialist – Assessment	Assessment & Access Services

Layoff Unit K	
Position	Department
Specialist – Data	Assessment & Access Services
Layoff Unit L	
Position	Department
Specialist – Student Support	Assessment & Access Services
Layoff Unit M	
Position	Department
Navigator – Adult Basic Skills	Adult Basic Skills

INDEX

Accident 98
  Injury 86
  Post 98
Accommodation 22, 60, 86, 88, 89, 90, 92, 93, 102
  Disability 74, 86, 88, 93, 94
  Pregnancy 74, 75, 90
Accrued 35, 53, 55, 56, 60, 61, 67, 69, 73, 74
  Accrual 30, 55
  Accrue 15, 53, 56, 65
Administrative 104, 144
Agreement 1, 3, 5, 7, 11, 12, 16, 18, 23, 27, 37, 43, 56, 60, 61, 76, 79, 85, 122, 136, 138, 140, 142, 146, 147, 149, 153, 154, 155, 156, 161, 163, 167
Appointment 2, 22, 23, 25, 43, 49, 51, 54, 65, 67, 148
Bargaining 1, 141, 151, 152
Calendar 25
College . 1, 5, 11, 12, 14, 15, 16, 18, 19, 20, 22, 23, 24, 27, 35, 36, 37, 38, 43, 44, 45, 46, 49, 53, 55, 63, 68, 70, 78, 79, 81, 84, 85, 86, 95, 96, 98, 100, 101, 102, 104, 106, 107, 108, 110, 111, 112, 113, 115, 117, 119, 122, 123, 124, 125, 126, 130, 132, 134,136, 138, 140, 141, 142, 143, 145, 146, 147, 153, 154, 155, 156, 159, 163, 165, 167
  Management 7, 8, 9, 10, 11, 13, 14, 18, 19, 20, 27, 28, 37, 38, 40, 45, 49, 53, 65, 67, 68, 78, 79, 81, 84, 100, 102, 106, 107, 110, 112, 122, 123, 130, 144
Committee 8, 14, 38, 101, 102, 122, 123
Communication 8, 11, 38
Compensation 27, 33, 55, 153
  Pay 78, 84, 86, 90, 142, 153, 154
Compensatory 33, 34
Conduct 117
  Behavior 20, 21
Discipline 8, 9, 23, 110, 141, 142
Dues 148
Duties 154
Emergencies 82
Employee 30, 37, 43, 47, 65, 67, 79, 110, 117, 120, 124, 125, 130, 132, 150, 151, 153, 154, 159
Equipment 10
Exempt 1, 23, 28, 53, 153, 167, 168
Family and Medical Leave
  FMLA 59, 70, 72, 73, 74, 76
Family Member
  Child 57, 78, 82
  Spouse 57
Files
  File 43, 143
Grievance 8, 9, 140, 141, 143, 165
  Grievances 8, 143
Health 78, 100, 102, 156, 159
Holiday 13, 29, 33, 49, 50, 51, 59, 75, 81, 85, 141
Hours 28
Illegal 95
Jury 67
Leave 15, 33, 34, 51, 53, 54, 55, 56, 58, 59, 60, 63, 65, 67, 68, 70, 72, 74, 75, 78, 79, 81, 82, 84, 86, 90, 124
  Absence 15, 115, 124
  Holiday 47, 49, 58
  Sick 33, 51, 55, 56, 58, 59, 60, 67, 90
  Vacation 33, 34, 55, 58, 59, 90
Management ... 8, 9, 18, 38, 40, 85, 104, 122, 123, 143, 145, 148, 156, 159, 167
Mandatory 9, 32, 119, 132
Mediation 145
Medical 45, 58, 70, 78, 88, 156
Meetings 14, 101, 123
Membership 36, 148
Negotiations 9
Notice 24, 25, 30, 115, 124
  Notifications 8, 10, 84, 148
Overtime 27, 28, 29, 30, 31, 32, 33, 34, 38, 151
Parking 106, 108
Participation 37, 122
PFML 70, 72, 76
Policies
  Policy 23, 141
Position 107, 150, 151, 154, 165, 170, 171
Procedure 8, 9, 140, 165
Provisions 33, 78
RCW
  Revised Code of Washington . 4, 12, 24, 25, 34, 42, 43, 44, 46, 51, 56, 57, 58, 59, 63, 79, 81, 108, 117, 124, 128, 141, 150, 167
Reasonable 86, 88, 96
Release 8, 9, 119
Request 78, 106
Resignation 115
Resolution 142, 143
Rights 5, 7, 15, 18, 25, 79, 110, 125, 142, 155
Safety 89, 100, 101, 102
  Security 70, 76
Schedule 30
Schedules 27, 28, 29
Supervisor 143
Telework 29, 85, 106, 107, 108
Temporary 13, 22, 30
Time 9, 13, 32, 33, 34, 53, 65, 68, 106, 107, 119, 141
Training 36, 37, 98, 102
Union ... 1, 3, 7, 8, 9, 10, 11, 12, 13, 15, 20, 21, 29, 31, 32, 37, 38, 88, 100, 112, 113, 117, 119, 120, 122, 123, 124, 125, 126, 132, 136, 138, 140, 141, 142, 143, 144, 145, 146, 147, 148, 150, 151, 152, 163, 165, 167
Union Stewards 1, 7
Violence 34, 58, 59, 81
WAC
  Washington Administrative Code 24, 31, 56, 57, 59, 90, 93, 100, 101, 108, 141, 145
Workload 35, 38
Work-Related 86
Workweek 28, 106, 107, 108
Written 43, 46, 143