



**COLLECTIVE  
BARGAINING AGREEMENT  
By and Between  
YVC AND AFT-YPS**

**July 1, 2022 – June 30, 2024**

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## **PREAMBLE**

This AGREEMENT is by and between the BOARD OF TRUSTEES OF YAKIMA VALLEY COLLEGE DISTRICT 16 and AFT – YAKIMA PROFESSIONAL STAFF, Local 6390, AFT, AFL-CIO (hereinafter called AFT-YPS). The term “District” used hereinafter shall mean the Board of Trustees or its lawfully delegated representative, and the term “AFT-YPS” shall mean American Federation of Teachers – Yakima Professional Staff.

## **ARTICLE 1 – RECOGNITION OF BARGAINING AGENT**

**Section 1.1 – Recognition:** The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all full-time and regular part-time exempt employees of Yakima Valley College District 16 - Yakima, excluding: (a) executive employees, including all members of the governing board of each institution of higher education and related boards; all presidents and vice presidents; deans, directors and chairs; and executive heads of major administrative decision or academic divisions; (b) managers who perform any of the following functions: (i) formulate, develop, or establish institutional policy or direct the work of an administrative unit; (ii) manage, administer, and control a program, including its physical, financial, or personnel resources; (iii) have substantial responsibility for human resources administration, legislative relations, public information, internal audits and investigations, or the preparation and administration of budgets; (iv) functionally is above the first level of supervision and exercises authority that is not merely routine or clerical in nature and requires the consistent use of independent judgment; (c) employees who, in the regular course of their duties, act as a principal assistant, administrative assistant, or personal assistant to employees as defined by (a) of this subsection; (d) confidential employees; and (e) employees who assist assistant attorneys general who advise and represent managers or confidential employees in personnel or labor relations matters, or who advise or represent the state in tort actions.

## **ARTICLE 2 – UNION PAYROLL DEDUCTIONS**

**Section 2.1 – Payroll Deduction:** The Union agrees to file a payroll deduction authorization form with the Employer for each employee within the bargaining unit prior to the effective payroll cutoff date determined by the Employer for instituting deductions. The Employer agrees to forward such fees or dues to the offices of the Union at its address of record or to such other address as the Union may certify in writing to the Employer. The Union agrees to defend and hold the Employer harmless for any claim, action, judgment or liability arising out of the operation of this Article.

**Section 2.2 – Payroll Deduction Cancellation:** Employees within the bargaining unit may cancel or alter their payroll deduction authorization by filing a written notice with the Employer and the Union not less than thirty-one (31) calendar days prior to such action.

## **ARTICLE 3 – EMPLOYEE LISTS**

**Section 3.1 – New Hire Notice:** The District will provide AFT-YPS leadership a copy of the new appointment/promotion letter at the time it is sent to the new employee.

**Section 3.2 – Employee List:** The Employer shall furnish AFT-YPS a list of all professional exempt employees, updated each quarter, upon request. This list will include the following: name, supervisor, classification, address, title, salary, hire date, appointment term (i.e., 10-month), and salary scale placement level. The list will also show all vacant professional exempt positions.

## **ARTICLE 4 – UNION RIGHTS**

**Section 4.1 – Requests for Information:** The District shall furnish to AFT-YPS, upon request any and all information relevant to the representation of exempt professional employees. Requests shall normally be acknowledged within seven (7) calendar days and the information provided as soon as practical thereafter,

consistent with the nature of the material requested. The acknowledgement will either include the expected date on which the information will be provided or reasons why the District cannot comply with the AFT-YPS's request. Such information will be provided at no cost to the other party. Where a party believes an information request involves unusual cost or is unduly burdensome, the AFT-YPS and the Employer will promptly meet to discuss the request, and may enter into agreements to modify the request or share the costs in producing the information.

The District shall furnish to the AFT-YPS a copy of the proposed District budget upon request. The AFT-YPS President or designee shall be given the opportunity to comment on the District budget.

**Section 4.2 – AFT-YPS Staff Visitation Rights:** AFT-YPS may designate a representative(s) who shall be permitted to transact official AFT-YPS business on District property at reasonable times, provided that the transaction of such business shall not disrupt the normal operation of the District and the Director of Human Resources has been notified such representatives will be on District property.

**Section 4.3 – Union Stewards:** The AFT-YPS will notify the District of the names of union stewards. The union stewards are authorized to assist employees without loss of pay for reasonable periods during the work day to address contractual issues or to attend meeting with the employer / employee.

**Section 4.4 – Use of Bulletin Boards:** AFT-YPS shall have the right to post notices of its activities and matters of AFT-YPS concern on faculty bulletin boards. The Employer and the Federation agree not to post any derogatory and/or inflammatory material or any notices or information which address partisan political materials.

**Section 4.5 – Use of District Mailbox:** The Employer shall furnish a Union mailbox in the institutional mailroom for all incoming mail addressed to the AFT-YPS.

**Section 4.6 – Use of District Computer & E-Mail Systems:** The Federation will be permitted limited use of Employer computer equipment and e-mail for the purpose of meeting and other announcements. The Employer and the Federation agree such messages will not contain any derogatory and/or inflammatory material, or any information which addresses partisan political materials. The parties agree that such communications on state equipment should not be considered confidential. The Employer may at any time, with notice to the Federation, refuse to continue this practice due to substantiated violation of ethical practices.

**Section 4.7 – Use of District Facilities:** The AFT-YPS and its members shall have the right to use District facilities for meetings in accordance with standard scheduling policies of the District.

**Section 4.8 - Professional Exempt Employee Meetings:** AFT-YPS employees shall be released to attend and participate in Federation meetings so long as such meetings are reasonable in duration and participation does not interfere with their duties. Employees not assigned to the Yakima campus will be allowed to participate via distance learning technologies if available at no additional cost to the College.

**Section 4.9 – Participation on Committees:** A bargaining unit member will be invited to participate on all interview committees for all full time positions. When practicable, a bargaining unit member will be invited to participate on other committees where all other represented employee groups have similar representation.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

**Section 5.1 – Management Rights:** Except as modified by this Agreement, the District has the right to manage, direct, and control District functions. Such rights may include but are not limited to:

- a. Direct, supervise and assign the work activities of employees covered by this Agreement;
- b. Hire, promote, demote, transfer, assign, evaluate, and retain employees of the unit;
- c. Suspend without pay, reduce the salary of, demote, or terminate employees for just cause;
- d. Separate employees due to an inability to perform the work due to physical or mental disability;

- e. Lay-off employees for lack of work or lack of funds and/or good faith reorganization;
- f. Purchase services-or subcontract work functions currently performed by exempt professional employees as provided by the OFM competitive contracting process;
- g. Maintain the efficiency and continued improvement of District operations entrusted to the Board of Trustees;
- h. To determine the methods, means and equipment by which technology will be used;
- i. To take actions to carry out the mission of the Employer during emergencies;
- j. To establish a work schedule consistent with operational needs;
- k. To establish work performance expectations, priority of work to be performed, quality and quantity standards;
- l. To determine office and worksite locations;
- m. To determine training needs and methods of training.

**Section 5.2:** The retention of management rights does not preclude the Federation, from filing a grievance or seeking a review of the exercise of this right in a particular case, or keep Management and the Federation from attempting to resolve a dispute.

## **ARTICLE 6 – LABOR-MANAGEMENT COMMITTEE / PAST PRACTICES**

**Section 6.1 – Labor-Management Committee:** The Labor-Management Committee is created to promote and encourage better understanding between the Employer, the Union, and the members of the bargaining unit by providing an efficient and effective avenue for discussing employee concerns. While topics for discussion are unrestricted, the committee shall strive to concern itself with significant problems and concerns affecting a majority of employees. Through these discussions, the Labor-Management Committee shall strive to promote efficient, effective, and responsible performance of work aimed at providing excellent service to the people of the State of Washington. The committee is established as an amicable communications link where concerns may be identified. The meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. The District agrees to notify the Union reasonably in advance of anticipated actions which affect the working conditions of employees subject to this Agreement. Meetings shall be held if requested by either party.

**Section 6.2 – Committee Composition:** The Labor-Management Committee shall be composed of eight (8) YVC employees: three (3) selected by the Union, three (3) by Management. A staff representative of the Union may serve as one of the Union members on the Committee. The Committee may invite appropriate resource persons to assist the Committee in matters brought before it.

**Section 6.3 – Schedule of Meetings:** It is the intent of this Agreement that the Labor-Management Committee will meet quarterly on mutually agreeable dates for regular meetings provided agenda items are submitted.

**Section 6.4 – Agenda Items & Meetings:** At least seven (7) calendar days prior to the Labor-Management Committee meeting, either party may submit agenda items to the Director of Human Resource Services for distribution to all committee members. Additional items may be added to the agenda of the meeting with mutual consent.

**Section 6.5 – Labor – Management Meetings:** The Employer will consider time spent in regular Labor-Management Committee meetings as time worked provided that charges for overtime, per diem, travel, or other payments will not be authorized or paid as a result of participation in or travel to Labor-Management Committee Meetings. Employees representing the Federation shall be allowed thirty (30) minutes release time prior each meeting to prepare for each Labor-Management Committee meeting to review the agenda items.

**Section 6.6 – Informal Meetings Allowed:** Nothing in this Article is intended to prohibit special or informal meetings between the Employer and the Union representatives where there is mutual agreement of the necessity of such meetings. The District agrees to notify the Union reasonably in advance of anticipated actions

which affect the working conditions of employees subject to this Agreement. Meetings shall be held if requested by either party.

**Section 6.7 – Board of Trustees Representation:** A designated Federation representative shall be recognized by the Board at all open Board meetings and shall be allowed to enter items on agenda in the required format and timing and shall be allowed to speak on any item on any agenda. The Union representative shall be furnished agendas, minutes, and study materials mailed to the public.

**Section 6.8 – Continuance Of Past Practices:** Prior to any major District personnel policy, practice, benefit, change, or change in working conditions or other terms of employment, the Union will be provided thirty (30) calendar days' advance notice. Less than thirty (30) calendar days, but as many as practical, may be given in emergency situations. If the change described above involves a mandatory subject of bargaining, the Union has the right to bargain the change. If the change involves a permissive subject of bargaining, the Union has the right to bargain the impact of the change. Either party to this Agreement may request mediation / arbitration under applicable PERC rules for any issue negotiated under this Article which goes to impasse. Any rules, policies, and practices in effect are subject to the terms of this Agreement, unless changed as set forth above.

**Section 6.9 – Notice of Re-organization:** Except for emergency conditions or where the operational needs of the District will not be met, the union and employees affected by a re-organization shall be notified in writing directly of any change in working conditions at least fifteen (15) calendar days in advance of the effective date. Following notification, and before the change is implemented, the Union shall have the right to bargain the impact.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

**Section 7.1 – Definition:** A grievance is defined as any condition, action, or lack of action on the part of the District that the AFT-YPS believes to be a violation, misinterpretation, or misapplication of this Agreement. All grievances shall be raised at the lowest level where settlement of the issue(s) can be made. Grievances shall be processed as rapidly as possible.

**Section 7.2 – Informal Settlement of Differences:** Any employee who believes a violation of this contract has occurred, or the AFT-YPS on behalf of a group of employees regarding a common concern, shall meet and earnestly attempt to informally resolve all differences and questions which may arise from this Agreement. If agreement cannot be reached, the employee may ask AFT-YPS to file a grievance on their behalf.

**Section 7.3 – Time Lines:** A grievance may be filed with the District within thirty (30) calendar days of the action, or within thirty (30) calendar days of when the employee became aware or should have become aware of the action. All grievance meetings shall be held during the employee's working hours.

Following the initial filing of a grievance, the timelines herein may be extended in writing by mutual agreement. In any case where a grievance is not timely filed or submitted to the next step, the grievance shall be deemed finally closed and settled on the basis of the District's last answer unless both parties mutually agree to extend time limits. Any of the steps of this procedure may be bypassed with mutual consent of the parties.

A copy of the written grievance will be supplied to the Human Resource Services Director and the immediate supervisor.

### **Section 7.4 – Formal Grievance Procedure:**

#### **Step 1 - First Level of Supervision:**

If the matter is not resolved by informal discussion, a grievance may be filed in writing to the employee's supervising administrator within the timelines set in this Article. The supervising administrator shall discuss the matter with the party presenting the grievance and respond in writing to the employee and

AFT-YPS President, with a copy to the Director of Human Resource Services, within fourteen (14) calendar days after receipt of the written grievance.

**Step 2 – Vice-President's Review:**

The AFT-YPS, in its sole discretion, may forward the grievance to the Vice-President of the supervising administrator within fourteen (14) calendar days of the first level supervisor's response if it is not satisfied with the written response. In the event the supervising administrator is a Vice-President, the matter may be submitted directly to the President. The Vice-President shall attempt to meet with the AFT-YPS and respond within fourteen (14) calendar days of the meeting.

**Step 3 – President's Review:**

If the AFT-YPS is not satisfied with the response of the Vice-President, the AFT-YPS may elect to present the matter in writing within fourteen (14) calendar days to the President (or President's designee). All evidence, argument or reason supporting the employee's grievance must be presented during the grievance process in order to be presented as part of any subsequent hearing. The President (or the President's designee) shall meet with the employee and/or AFT-YPS representative within fourteen (14) calendar days of the request. The President shall have fourteen (14) calendar days from the time of the meeting to issue a written response.

**Step 4 – Mediation (Optional):**

Prior to moving to arbitration, (Step 5), the parties may jointly request mediation by the Public Employment Relations Commission (PERC) within fourteen (14) calendar days from the date of the President's response. Any grievance not resolved in mediation may be submitted by the Union to arbitration within fourteen (14) calendar days from the date the mediator declares an impasse. In the event mediation fails to reach agreement on the issue before the parties, any offers of settlement made during the mediation process shall not be used as an admission of wrongdoing by any party.

**Step 5: Arbitration:** The AFT-YPS may, within fourteen (14) calendar days following the written response of the President (or President's designee) or mediator's declaration of impasse, notify the employer of its intent to arbitrate the grievance. The parties shall attempt to designate a mutually agreeable arbitrator, and if unable to do so, AFT-YPS shall request a list of at least seven (7) arbitrators to be provided by Washington State Public Employment Relations Commission (PERC) to the parties. From that list, within fourteen (14) calendar days after its receipt, the parties shall flip a coin to determine who shall strike the first (1st) name, then each will alternately strike one of the names submitted until only one (1) name remains. The person whose name remains shall be selected as the sole arbitrator.

The arbitrator shall not have any power to modify, add to, subtract from, or disregard any of the terms and conditions of this Agreement. In addition, the jurisdiction of the arbitrator shall be subject to the following provisions:

- a. The arbitrator shall adjudicate only issues that arise under the express terms and conditions of this Agreement or that are presented by any submission agreement(s).
- b. The arbitrator shall not have authority to extend interpretations to matters other than those applicable to the particular issue(s) before him or her.
- c. The arbitrator's decision and award shall not grant relief extending beyond a make whole remedy.
- d. The arbitrator's decision and award shall include a statement of the issue(s), the remedy (if appropriate), and the reasoning and grounds upon which the decision is based, and shall be rendered within thirty (30) days of the date written briefs are received from the parties or as otherwise agreed between the arbitrator and the parties involved.
- e. The arbitrator's decision and award shall be based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and on the matters presented in the written briefs of the parties.
- f. The arbitrator may retain jurisdiction until such time as the award is completed.

- g. The arbitrator shall not have the authority to remand an issue back to the parties for negotiations.
- h. The arbitrator may require any person to attend as a witness and to bring with him or her any book, record, document, or other evidence. The fees for such attendance shall be paid by the party requesting issuance of the subpoena and shall be the same as the fees of witnesses in the superior court. Arbitrators may administer oaths. Subpoenas shall be issued and be signed by the arbitrator and shall be served in the same manner as subpoenas to testify before a court of record in this state.
- i. The arbitrator may, at the request of a party for good cause shown, order examination by deposition of witness(es) where such discovery is relevant and appropriate. Fees and/or expenses for depositions shall be paid by the party making such request.
- j. The fees and expenses of the arbitrator shall be borne equally by the parties.

**Section 7.5 – Alternate Arbitration Procedure:** Should the AFT-YPS choose to proceed to arbitration on any grievance seeking a remedy of \$1,000.00 or less (including disciplinary actions with an economic impact of \$1,000.00 or less) will be referred to a Washington State Public Employment Relations Commission (PERC) staff member appointed by the Executive Director pursuant to RCW 41.56.125 shall serve as the arbitrator. In such cases, the parties will make every effort to meet as expeditiously as possible. A copy of the contract the grievance was filed under and any documentation that is part of the grievance history shall be provided to the arbitrator along with the written statements of the parties positions.

Present at such informal hearing will be the AFT-YPS staff representative and the grievant for the AFT-YPS, and two administrators appointed by the President. Each party may present a limited number of witnesses. There will be no recordings, transcription or other records kept of such hearings. The parties will present brief oral arguments at such hearing, with the moving party proceeding first and a brief rebuttal by each side. The arbitrator is encouraged to question any participant at the hearing or call for additional information, as they deem necessary.

Following such hearing, the arbitrator will render an immediate oral decision, followed by a written summary judgment. The decision of the arbitrator will be final and binding on the parties to this Agreement.

**Section 7.6 - Grievance Hearings:**

Arbitration hearings shall be conducted during normal working hours. Employees directly participating in such hearings shall be granted released time. Each party to this Agreement shall bear the expenses of presenting their case.

**Section 7.7 – Non-Retaliation:**

No employee shall be coerced or shall suffer any reprisal with regard to the initiation of, the processing of, or the resolution of any grievance.

**ARTICLE 8 – CORRECTIVE ACTIONS**

**Section 8.1 – Representation / Weingarten Rights:** Employees shall have the right to have a Federation representative present at any meeting or conference with a supervisor or administrator when they have a reasonable belief that they 1) may be subject to disciplinary action or 2) the results of the meeting/conference may adversely affect their conditions of employment. When an employee requests a representative, it shall be the employee's responsibility to contact a representative of their choosing. Other or additional witnesses/representatives may be present with the mutual agreement of the College, the Employee, and the Federation. The role of the representative will be to assist and counsel the employee. The representative will not interfere with the Employer's ability to conduct an investigation. Nothing herein shall be construed to preclude the supervisor or administrator from formally meeting, counseling, and consulting with an employee.

**Section 8.2 – Order of Corrective Measures and Formal Disciplinary Actions:**

Corrective measures and formal disciplinary actions will normally be administered progressively. In extraordinary circumstances, progressive discipline may be waived entirely.



**Section 8.2.1 – Corrective Measures:** A corrective measure is defined as counsel or guidance, provided by the supervisor to the employee in an effort to avert disciplinary action. Corrective measures will include in order of normal progression: 1) Verbal Warning and 2) Written Warning. Corrective measures are not grievable and will be documented in the supervisor's file until the next evaluation is performed, at which time it may become a benchmark in the evaluation and removed from the supervisory file.

**Section 8.2.2 – Formal Discipline:** Formal disciplinary actions shall be administered for just cause and include written reprimands, suspension without pay, reduction in salary, demotion to a lower job class, dismissal, and suspension followed by dismissal.

**Section 8.3 – Notice of Investigation:** The Employer may require employee attendance at a meeting for the purposes of 1) notifying the employee of an investigation; and 2) investigating alleged actions or inactions that may be subject to discipline. Notification of any such meeting shall be in writing and shall contain at a minimum the reason for the meeting, including the alleged incident giving rise to the meeting, the time, date and location of the meeting. Such meetings will be held on paid time and the employee shall be given an opportunity to retain a representative prior to the meeting being held.

**Section 8.4 – Timely Investigations:** Investigations of alleged misconduct or complaints made against an employee shall be conducted in a timely manner. The employee will be informed of the investigation within thirty (30) days from the incident giving rise to the investigation or thirty (30) days from the date the Employer became aware of the incident giving rise to an investigation. All investigations shall be completed within thirty (30) days from the date the employee was notified (written notice of investigation) that they were under investigation. Nothing herein precludes the Employer from gathering information before deciding that an investigation is warranted prior to serving notice on the employee. The employee shall be notified within sixty (60) calendar days of the results of the investigation and the Employer's intent to take further action, if any.

The Employer will inform an employee if a complaint is filed against the employee by the Employer with a professional licensing board or law enforcement agency. The Employer will provide the employee with a copy of any such written complaint at the time it is filed.

**Section 8.5 – Pre-disciplinary Notice:** Employees and the Federation shall be notified in writing prior to formal disciplinary action being taken which could have an economic impact. The notification shall include a statement of all charges and supporting documentation with sufficient detail for the employee to explain why formal disciplinary action should not be taken. The employee shall have an opportunity to present reasons, either oral or in writing, why the proposed action should not be taken.

**Section 8.6 – Grievance of Formal Disciplinary Action:** The Federation shall have the right to grieve any formal disciplinary action. Any such grievance shall be presented to the Employer in writing within thirty (30) calendar days of the date discipline was imposed and if not presented within such period, the right to file a grievance shall be waived. Should the Federation decide to grieve a formal disciplinary action, it shall be filed at Step 2 of the grievance procedure; except that should the Federation decide to grieve a letter of reprimand, it shall be filed at step 3 and cannot be advanced further.

## **ARTICLE 9 – HOLIDAYS**

**Section 9.1 – Recognized Holidays:** The following holidays are identified as being those recognized by the District:

New Year's Day	Labor Day
Martin Luther King, Jr.'s birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Native American Heritage Day
Juneteenth	Christmas Day
Independence Day	

**Section 9.1.1 – Holiday Pay Eligibility:** An employee shall be eligible for holiday pay if the employee has worked the last scheduled work day immediately preceding the holiday, and the first (1<sup>st</sup>) scheduled work day following the holiday, is excused (in writing) by management, or is on vacation or sick leave.

**Section 9.1.2 – Pro-Rata Holiday Pay:** Employees scheduled to work less than full monthly schedules throughout their work year qualify for holiday compensation if they work or are in pay status on their last regularly scheduled working day preceding the holiday(s) and the first (1<sup>st</sup>) scheduled work day following the holiday(s), or is excused (in writing) by management, or is on vacation or sick leave. Part-time exempt professional employees shall be entitled to the number of paid hours on a holiday that their monthly schedule bears to a full time schedule.

**Section 9.1.3 – Full-Time Employee Holiday Pay:** Full-time employees will receive pay equivalent to the employee's work shift on the holiday. For operational convenience or necessity, the Employer, with prior notice, may switch groups of employees from an alternate work schedule to a regular work schedule during the week of the holiday.

**Section 9.1.4 – Alternate Holiday Recognition:** When a holiday falls on an employee's regularly scheduled day off, he/she shall receive a day in lieu of the holiday. Whenever a holiday falls on Sunday, the holiday shall be observed on the following Monday. When a holiday falls on Saturday, the holiday shall be observed on the preceding Friday. The Employer may designate an alternate day in observance of a holiday in order to provide employees with three (3) consecutive days off using the employees two (2) regularly scheduled days in conjunction with the holiday(s).

**Section 9.2 – Personal Holiday:** Employees shall be entitled to two (2) paid personal holidays per fiscal year in addition to those specified in this section, provided:

- a. The employee has been continuously employed by the institution for more than four (4) months.
- b. The employee has given not less than fourteen (14) calendar days written notice to the supervisor; provided, however, the employee and the supervisor may agree upon an earlier date; and
- c. The number of employees selecting a particular day off does not prevent providing continued public service. Entitlement to the personal holiday will not lapse when denied.

**Section 9.2.1 -** Full-time exempt employees working an alternate work schedule employees shall receive one (1) - eight (8) hour day of regular holiday pay for the personal holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by use of vacation leave, use of accumulated compensatory time as appropriate, or leave without pay.

**Section 9.2.2 -** Part-time exempt professional employees shall be entitled to the number of paid hours on a personal holiday that their monthly schedule bears to a full time schedule.

**Section 9.2.3 -** A personal holiday may be donated to another employee for shared leave as provided elsewhere in this Agreement. That portion of a personal holiday that is accrued, donated as shared leave, and then returned during the same calendar year to the donating employee, may be taken by the donating employee.

**Section 9.2.4 -** Personal holiday may not be carried over to the next calendar year except when an eligible employee's request to take his or her personal holiday has been denied or canceled. The employee will attempt to reschedule his or her personal holiday during the balance of the calendar year. If he or she is unable to reschedule the day, it will be carried over to the next calendar year.

**Section 9.3 – Personal Leave Day:** Employees shall be entitled to one paid personal leave day per fiscal year in addition to those otherwise specified in this Agreement provided the employee has been continuously employed by the institution for more than four (4) months. No reason for requesting leave need be given. The

employee will schedule the personal leave day by requesting use in writing in advance. Supervisors may not unreasonably deny the use of leave. Entitlement to the personal leave day will not lapse when denied.

**Section 9.4 – Scheduled Release Days:** To accommodate college scheduling flexibility, effective July 1, 2020, the following days are recognized by the College where employees covered under this Agreement shall be released from duty: Day Before Thanksgiving and the Day Before Christmas (December 24). Employees are not required to submit leave for the release days identified in this article.

Exception: The Day before Christmas shall only be recognized as a day off with pay if Christmas occurs on a Monday through Friday; and the employee is scheduled to work the day before Christmas.

Employees not otherwise scheduled to physically work, or on leave for any reason on either of the Scheduled Release Days listed in this section shall not be eligible for this provision.

**Section 9.5 – Personal Faith or Conscience Holidays:** A maximum of two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Such unpaid holidays may be used when requested unless the employee's absence would impose an undue hardship on the employer; or the employee is necessary to maintain public safety. For this purpose, "undue hardship" is defined in WAC 82-56-020.

## **ARTICLE 10 – VACATION LEAVE**

**Section 10.1 – Accrual:** Employees are entitled to annual leave that accrues at a rate of two (2) – eight (8) hour days per calendar month of completed service.

**Section 10.1.1** - New employees hired before the 16th of a month receive credit for the entire month.

**Section 10.1.2** - If hired on the 16th or later, the employee's leave accrual will start on the first of the following month.

**Section 10.2 - Part-time Employees:** Employees working less than full-time schedules shall accrue vacation leave credit on the same pro-rata basis that their appointment bears to a full-time appointment.

**Section 10.3 – Accrual During Leave Without Pay:** Employees on Leave Without Pay (LWOP) more than ten (10) work days in any calendar month shall not accrue vacation for that month.

**Section 10.4 - Vacation leave – Excess Accumulation:** Annual leave may be accumulated to a maximum of thirty (30) working days, except that if an employee's request for leave is deferred by the President or the appropriate supervisor, the maximum of thirty (30) work days' accrual shall be exceeded for each month that the leave is deferred.

**Section 10.5 – Scheduling Of Annual Leave:** The employing unit supervisor shall schedule annual leave at a time most convenient to the work of the unit. Insofar as possible, leave will be scheduled in accordance with the wishes of the employee in any amount up to the total of the earned leave credits. All annual leave requests should be submitted in writing and approved by the appropriate administrator.

**Section 10.5.1** - The leave balance will be reported to all exempt personnel via the employer's payroll earnings and deductions statement.

**Section 10.5.2** - Leave shall be deducted in increments of one-quarter (.25) of an eight (8) hour day.

**SECTION 10.6 – Payment Upon Separation:** Employees who have completed six (6) continuous months of employment and who separate from service by resignation, layoff, dismissal, retirement, or death are entitled to

a lump sum cash payment for all unused vacation leave. In the case of voluntary resignation, an employee may be required to provide fourteen (14) calendar days' notice to qualify for such lump sum cash payment. No lump sum payment shall be made for vacation leave in excess of two hundred forty (240) hours.

## **ARTICLE 11 – SICK LEAVE / LEAVES OF ABSENCE**

**Section 11.1 – Accrual:** Full-Time exempt professional employees shall accrue one (1) - eight (8) hour day of sick leave credit for each month of completed exempt professional service.

**Section 11.1.1** - Paid sick leave may not be used in advance of accrual.

**Section 11.1.2** - Part-time employees shall accrue sick leave on the same pro-rata basis that their appointment bears to a full-time schedule.

**Section 11.1.3** - Sick leave credits shall not accrue during leave without pay which exceeds ten (10) working days in any calendar month.

**Section 11.2 – Sick Leave Usage:** Sick leave shall be allowed an employee under the following conditions because of an illness, disability, or injury of the employee or to care for a member of their immediate family. Sick leave may also be granted for condolence or bereavement where the employee has exhausted paid bereavement leave. Immediate family is defined as the employee's parent; spouse (or domestic partner); or child. Sick leave will be deducted in minimum increments of one-quarter ( $\frac{1}{4}$ ) of an eight (8) hour day.

**Section 11.2.1** - Leave slips may need to be accompanied by appropriate documentation.

**Section 11.3 – Sick Leave Reporting:** An employee returning to work after five (5) consecutive work days sick leave absence will be required to provide written certification from his or her 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. Employees requesting a workplace accommodation to perform the essential functions of their position must contact the college's Human Resource Services Department. Where the College suspects an abuse of sick leave, the Executive Director of Human Resource Services may place the employee on a medical verification plan.

**Section 11.4 – Parental Leave:** Parental leave shall be granted to a permanent employee because of the birth of a child of the employee and in order to provide care or because of the placement of a child with the employee for adoption or foster care.

**Section 11.4.1** - Parental leave shall not total more than six (6) consecutive calendar months, including any portion covered by Family Medical Leave (FMLA), unless additional time is granted by the Employer.

**Section 11.4.2** - A written request for parental leave shall be submitted to the employee's supervisor. Such notice shall be provided in advance of leave usage, if practicable.

**Section 11.4.3** - If advance notice is not practicable, the employee shall submit a written request as soon as practicable.

**Section 11.4.4** - Parental leave may be a combination of accrued paid leave and/or leave without pay. The combination and use of paid and unpaid leave shall be the choice of the employee.

**Section 11.5 – Sick Leave While on Vacation:** An employee shall have the appropriate time of annual leave restored to his/her credit if he/she becomes eligible for sick leave while on annual leave status providing a doctor's certificate together with the employee's request is submitted to the Human Resource Department no later than five (5) days after his/her return to work.

## **Section 11.6 – Family Medical Leave Act:**

**Section 11.6.1 – Eligibility:** Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto and the Washington State Family Leave Act of 2006 (WFLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for one or more of the following reasons 1 - 4:

1. The birth of 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 WFLA will not be counted towards the twelve (12) workweeks for FMLA; and/or
4. Family medical leave for a qualifying exigency when the employee's spouse, child of any age or parent is on active duty or call to active duty status of the Reserves or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

**Section 11.6.2 – 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 in the line of duty.

- A. 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.
- B. 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.

**Section 11.6.3 – Childbirth and Adoption:** 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. 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.

**Section 11.6.4 – Exclusion:** The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count vacation leave, sick leave, personal holidays, compensatory time off, or shared leave.

**Section 11.6.5 – Period of Leave:** 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) work weeks of available leave. The Employer will respond in writing to family medical

leave requests as soon as practicable but no later than seven (7) calendar days of receipt of a properly completed request.

**Section 11.6.6 – Continuation of Health Care Benefits:** The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by family medical leave. The employee will be required to pay his or her share of health care premiums.

**Section 11.6.7 – Designation of Leave:** The Employer has the authority to designate absences that meet the criteria of the family medical leave. The use of any paid or unpaid leave (excluding leave for work-related illness or injury covered by workers' compensation and compensatory time) for a family medical leave qualifying event will run concurrently with, not in addition to, the use of family medical leave for that event. Any 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 and certification requirements relating to the paid leave.

- A. The Employer may require certification from the employee's, family member's, or covered service member's health care provider for the purpose of qualifying for family medical leave.
- B. Personal medical leave, serious health condition leave, or serious injury or illness leave covered by family medical leave may be taken intermittently 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.
- C. Upon returning to work after the employee's own family medical leave qualifying illness, the employee will be required to provide a fitness for duty certificate from a health care provider.
- D. 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.
- E. An employee returning from family medical leave will have return rights in accordance with FMLA and WFLA.

**Section 11.6.8 – Definitions:** Definitions used in this Article will be in accordance with the FMLA and WFLA. The parties recognize that the Department of Labor is working on further defining the amendments to FMLA. The Employer and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.

**Section 11.7 – Paid Family Medical Leave:** Consistent with the Washington State Paid Family Medical Leave (PFML) program, employees will receive partial wage replacement while on leave for qualifying medical or family events after establishing eligibility. To become eligible, employees must work 820 hours or more during the qualifying period. The qualifying period is defined as the first four of the last five completed calendar quarters starting from when you make your claim.

**Benefits-** Approved claims will generally allow for up to 12 weeks of paid leave per year to care for yourself or qualifying family members, and up to 18 weeks for certain serious health conditions.

**Premiums-** The College will collect premiums from employees on a semi-monthly basis and remit funds to the Washington State Employment Security Department (ESD). The current premium is .4 percent of monthly wages, of which sixty three percent (63%) will be paid by the employee and thirty seven percent (37%) will be paid by the College.

**Filing a Claim-** To file a claim and access benefits, employees must establish an account with the Employment Security Department and submit any requested documentation per their process. Determinations will be made by ESD and communicated directly to the employee. The parties recognize that ESD is working on further clarifications to PFML. The Employer and the employees will comply with existing and any adopted PFML rules and/or interpretations.

**Section 11.8 - Accommodation Due to Disability:** Disability leave shall be granted for a reasonable period to an exempt employee who is precluded from performing his/her job duties because of a disability (including those related to pregnancy or childbirth). Accrued sick and annual leave and leave without pay may be used during the temporary disability.

**Section 11.9 – Sick Leave Incentive Programs:** The Employer has established leave incentive programs for use by employees covered by this Agreement consistent with the provisions of RCW 28B.50.553, which shall be controlling.

**Section 11.9.1 – Annual Sick Leave Buyout Option:** In January of the year following a year in which a minimum of sixty (60) days of sick leave is accrued, and each following January, an eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued sick leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four days for every one day's monetary compensation.

**Section 11.9.2 – Sick Leave Buyout at Retirement or Death:** At the time of separation from employment with a college district or the state board for community and technical colleges due to retirement or death, an eligible employee or the employee's estate may receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days' accrued sick leave.

**Section 11.9.3 – Sick Leave Reimbursement into VEBA:** Contingent on a notification to the Employer by the Federation to authorize continuation of the VEBA program, employees covered by this Agreement shall have all funds generated by sick leave buyout at retirement contributed to a Voluntary Employee's Beneficiary Association (VEBA). The Federation may give notice to the Employer at any time that they wish to cancel participation in the VEBA program for the next plan year consistent with the program's guidelines and IRS rules.

## **ARTICLE 12– MISCELLANEOUS LEAVES**

### **Section 12.1 – Military Leave:**

**Section 12.1.1-** Employees shall be entitled to military leave with pay not to exceed twenty-one (21) working days in any one calendar year in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or of any organized reserve or armed forces of the United States.

**Section 12.1.2 -** Such leave shall be in addition to any vacation and sick leave to which an employee is entitled and shall not result in any reduction of benefits, performance ratings, privileges, or pay.

**Section 12.1.3 -** During military leave, the employee shall receive the normal pay from the college.

**Section 12.1.4 -** Employees required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.

**Section 12.1.5 - Military Leave Without Pay – Reemployment:** An exempt professional employee shall be entitled to military leave without pay for service in the uniformed services of the United States or the state, and to reinstatement as provided in chapter 73.16 RCW. No adjustments shall be made to the seniority date, leave accrual rate, periodic increment date and anniversary date while an employee is on military leave.

**Section 12.1.6 - Military Spousal Leave:** Employees who have a spouse in active military service may take up to fifteen (15) days of leave per deployment to be with their spouse immediately prior to deployment or when the military spouse is on leave during deployment. The employee may elect to use accrued vacation or leave without pay.

**Section 12.2 – Jury Duty Leave:** When an employee covered by this Agreement is called for jury duty, he/she shall advise his/her supervisor upon receipt of such call and, if taken from work for such service, shall be granted paid leave for time spent performing such duties. If excused from jury duty the employee, will promptly return to work for the balance of their work day or may request leave.

**Section 12.3 – Bereavement Leave:** Up to five (5) days of paid bereavement leave will be granted for the death of any family member or household member that requires the employee's absence from work. Family members are defined as mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law, domestic partner's mother, domestic partner's father, husband, wife, domestic partner, grandparent, grandchild, son, daughter, stepchild, and a child in the custody of and residing in the home of an employee. In addition, sick leave may be used for the death of a family member.

**Section 12.4 – Shared Leave:** The purpose of the Washington Shared Leave program (RCW 41.04.665) is to permit state employees, at no significantly increased cost to the state of providing leave, to come to the aid of another state employee who is 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 their employment, and the employee has depleted or will likely deplete his/her leave reserves.

The employee shall submit to the District President or designee, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem, and the expected date of return to work.

The District President shall determine the amount of leave, if any, which an employee may receive under these rules, not to exceed two hundred sixty-one (261) days, in accordance with the employee's request as verified by medical certification by the employee's health care provider.

The District agrees to consider other methods of accommodating the employee's needs, such as modified duties, modified hours, flextime, or special assignments in lieu of shared leave usage.

The District shall consider requests from YVC employees to donate leave to other state employees and may allow YVC employees to accept donated leave from other state employees.

**Section 12.5 - Leave Without Pay:**

**Section 12.5.1** - The terms "leave of absence" and "leave of absence without pay" and "leave without pay (LWOP)" shall be synonymous. Leave without pay may be allowed for any of the following reasons:

- a. Conditions applicable for leave with pay;
- b. Disability leave;
- c. Educational leave;
- d. Leave for government service in the public interest;
- e. Parental leave;
- f. Family or household care emergencies;
- g. To accommodate annual work schedules of employees occupying cyclic year positions;



- h. Serious health condition of an eligible employee's child, spouse, or parent;
- i. To mitigate the consequences of victims of domestic violence, sexual assault or stalking;

**Section 12.5.2** - Requests for planned leave without pay must be submitted in writing on the leave request form and approved by the appropriate supervisor. Requests for leave in excess of ten (10) consecutive work days may require approval by the appropriate administrator.

**Section 12.5.3** - Leave without pay extends from the time an employee's leave commences until he/she is scheduled to return to continuous service, unless at the employee's request the appropriate administrator and the Director of Human Resource Services agree to an earlier date.

**Section 12.5.4** - Vacation leave and sick leave credits will not accrue during leave without pay which exceeds ten (10) work days in any calendar month.

**Section 12.5.5** - An exempt professional employee who accepts a temporary appointment to an administrative position shall be granted the right to return to his/her former exempt position, or to a like position if available at the conclusion of the administrative appointment.

**Section 12.5.6 – Duration** - Leave without pay shall not exceed twelve (12) months except for educational leave which may be allowed for the duration of actual attendance and leave for government service in the public interest. Leave without pay may be extended for an additional twelve months upon signed request of the employee and signed approval of the appropriate administrator.

**Section 12.5.7 - Employee Rights** - Employees returning from authorized leave without pay shall be employed in the same position or in another position in the same class in the same geographical area and organizational unit, providing that such re-employment is not in conflict with rules relating to reduction in force.

**Section 12.6 - Victims of Domestic Violence:** In accordance with RCW 7.69.030 employees who are victims of domestic violence, sexual assault, or stalking as defined by state law may take reasonable vacation or sick leave, intermittent leave with or without pay, or work on a reduced schedule. The College may request leave requested under this section be supported by verification in accordance with WAC 357-31-730.

**Section 12.7 - Exclusion from Arbitration:** The parties to this Agreement recognize decisions regarding permissive extension of leave benefit(s) by the Employer as specified in this Article are the exclusive right of the District. Should an employee disagree with the Employer's decision, they may request reconsideration of the decision by the President within seven (7) calendar days of the decision, but any decision by the President is final and binding without right of recourse.

## **ARTICLE 13 – HOURS OF WORK / REST PERIODS / OVERTIME / SUSPENDED OPERATION**

**13.1 – Overtime Exempt Employees:** Overtime-exempt employees not covered by federal or state overtime laws are scheduled on the premise that over-time exempt employees are expected to complete the assignments as assigned. These employees are accountable for their work product, and for meeting the objectives of the institution for which they work. The Employer's practice for all overtime-exempt employees is as follows:

- A. The Employer determines the products, services, and standards which must be met by overtime-exempt employees.
- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities, which for full-time normally should be forty hours in a week, 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 Employer.

- C. The salary paid to overtime-exempt employees is full compensation for all hours worked doing services for which they were hired.
- D. Overtime-exempt employees are not authorized to receive any form of overtime compensation, formal or informal for doing services for which they were hired.
- E. The appointing authority or their designee may approve overtime-exempt employee absences with pay for extraordinary or excessive hours worked, without charging leave. This shall include travel, events, and projects that require more than forty hours in a work week. This may also include workshops, training or conferences that are held during a time they do not normally report for work.
- F. If the employee gives prior notice and receives the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.
- G. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

**Section 13.1.1 – Overtime Eligible Employees:** Employees are eligible for overtime compensation with prior approval and meet one of the following conditions:

- a. Work performed on holidays;
- b. Work performed in excess of 40 hours in the work week;
- c. Work performed in excess of the full-time employee's weekly work schedule;

Overtime shall be paid at the rate of time and one-half for all overtime eligible employees covered by this Agreement.

In no event will the provisions of this Article be utilized to limit the employee's hours to work less than the normally assigned hours in a work week. The Employer will not change an employee's schedule to avoid the payment of overtime.

When approved in advance, employees shall be paid for overtime unless an employee agrees to receive compensatory time in lieu of payment of overtime, to a maximum of sixty (60) cumulative hours. Employees shall be allowed to utilize accrued compensatory time at any time unless it can be demonstrated that the time off will impair the operations of the College.

When pay periods result in overtime, eligible employees are required to submit timesheets at the end of that corresponding pay period to ensure the accuracy of payroll records and to provide for the accounting of overtime compensatory time.

The employees covered by this agreement are not to be treated as hourly employees for purposes of work time or scheduling.

**Section 13.1.2 – Compensatory Time Option:** Employees shall be paid for overtime unless an employee agrees to receive compensatory time in lieu of payment for overtime, to a maximum of sixty (60) cumulative hours. Employees shall be allowed to utilize accrued compensatory time at any time unless it can be demonstrated that the time off will impair the operations of the College. Compensatory time off may be scheduled by the employing official during the final sixty (60) days of a year. Employees who earn compensatory time off by working during commencement will attempt to schedule time off prior to the end of the fiscal year, but if unable to do so will receive overtime pay.

**Section 13.1.3 – Distribution of Overtime:** Overtime will be offered to qualified employees normally performing the type of overtime work to be performed and within an assigned department and official work station who volunteer for the overtime assignment. In the event that more employees volunteer than are needed, seniority order among those employees normally assigned to perform the type of work required will be considered to determine which employee(s) receive overtime work. Overtime is

allocated using seniority order, offers of seniority shall revert to the most senior as of July 1st of each year. An employee may refuse overtime; however, if all qualified employees refuse overtime, the supervisor may assign mandatory overtime in reverse seniority order. In the event of an emergency, the College may make assignment without regard to seniority.

**Section 13.1.4 – Additional Duties:** Employees may be asked to perform tasks, duties, or projects in addition to their current workload. When work is assigned in addition to their current workload, the employee will be compensated for the additional assignment. The compensation shall be formalized and agreed upon prior to the start of any assignment, with all necessary approvals for such work and compensation. If the assignment requires more time than the original contract states, the employee and supervisor will discuss the needs and come to terms for a new CONTRACT/ASSIGNMENT FORM.

The employer will clearly disclose the amount of compensation and duration to both the employee and the Union prior to commencing work on the assigned tasks, duties, or projects. If the employer is unable to provide sufficient notice and/or the amount of compensation for the additional duties is insufficient for the assignment, the employee may refuse such additional duties without penalty or detriment for future assignments to the employee.

A job description and project outline will be reviewed and signed prior to any additional duties are performed. The workload assigned to employees shall be reasonable and should be maintained to adhere to a forty-hour work week whenever possible.

#### **Section 13.2 – Notice of Schedule change for Overtime Eligible Employees:**

**Section 13.2.1 - Long Term Schedule Changes:** Employees shall be notified of changes in work schedule at least seven (7) calendar days in advance.

**Section 13.2.2 – Temporary Schedule Changes:** Temporary changes to a scheduled work period employee's assigned hours within the assigned seven (7) day period may be made under the following circumstances:

- a. By providing three (3) calendar days' prior notice to the employee (the day of notice counts as one (1) day); or
- b. Because of emergency conditions (excludes instances that could reasonably have been foreseen and planned in advance); or
- c. When the changes is requested in writing by the employee and approved by their immediate supervisor.

In no event will the provision of this Article be utilized to limit the employee's hours to work less than normally assigned hours in a work week. The College will not change an employee's schedule to avoid the payment of overtime.

**Section 13.3 – Suspended Operations:** If a work location is fully operational but an employee is unable to report to work or remain at work because of severe inclement weather, conditions caused by severe inclement weather or a natural disaster, the employee will have the following leave types available:

- a. Any accrued vacation leave;
- b. Any accrued sick leave, up to a maximum of three (3) days in any calendar year;
- c. Leave without pay.

Tardiness due to an employee's inability to report for scheduled work because of inclement weather will be allowed up to one (1) hour of paid time at the beginning of the workday.

**Section 13.3.1 – Notice:** When the District determines that operations of all or part of the institution

shall be suspended for any reason defined in this Article the following shall be applicable to employees:

- a. Suspension occurring prior to the start of the work day will be broadcast to employees by media serving the College District;
- b. For suspensions occurring during the work day, employees will be contacted by an appropriate supervisor.

**Section 13.3.2 –Partial Day Emergency or Designated Closure:** The President may, for any reason, elect to close the campus for up to two (2) hours. In the event of a partial day closure, employees may be required to return to work.

**Section 13.3.3 –Suspended Operations:** Employees relieved from their regular work assignment due to suspended operations will not be required to make up time missed as a result of closures in those instances where classes are cancelled and administrative employees are not required to make up similar time lost without loss of pay.

**Section 13.3.4– Limit to Suspended Operation:** Suspended operations shall not be in effect in excess of fifteen (15) calendar days unless the District Board of Trustees has declared an emergency. In the event of a closure exceeding fifteen (15) calendar days, the District will initiate the reduction of force rules of this Agreement.

**Section 13.3.5– Essential Employees:** The employer may designate essential employees who may be required to work during a period of suspended operation. Other employees may be notified of their need to work during suspended operations, dependent on the operational needs.

## **ARTICLE 14– PROFESSIONAL DEVELOPMENT**

**Section 14.1- Purpose:** The Employer recognizes the value of having its employees participate in education and skill development training and shall consider requests for such opportunities. It is the policy of the Employer to encourage and support employees in the development and pursuit of a professional development plan for Washington State Service under a plan mutually agreed upon between the employee and employer.

**Section 14.2– YVC Classes:** Employees may take YVC District classes during work time with no loss of pay in accordance with the YVC Tuition Waiver Policy, if approved by the supervisor. Consideration for release time to take classes during working time will be limited to trainings or courses directly related to the employee's current position as determined by the supervisor. In the event the supervisor denies the request, the employee may appeal to the Director of Human Resource Services. The District shall waive tuition and fees for all employees who wish to take YVC classes under the following conditions:

- a. The District shall give employees priority in waivers over non-employees;
- b. Employees shall pay a fee in accordance with the YVC Tuition Waiver Practice / Procedure each quarter that courses are taken;
- c. Employees shall register and be enrolled in courses on a space-available basis;
- d. Overload registration will be at the discretion of the instructor of the course.

**Section 14.3– Workshops:** The Employer agrees to conduct workshops to promote employee morale, productivity, and efficiency, as well as open new lines of communication between labor and management. Employees must first request and receive supervisor approval to attend such workshops on paid time, and such approval or denial is not subject to grievance. These workshops may include all staff or may be sponsored by sub-units, i.e., Instruction, Administration, and Student Services. Attendance will be considered as time worked for employees on all shifts.

**Section 14.4 - Professional Leaves:** With the approval of the Board of Trustees, professional leaves of up to nine (9) months may be granted to full-time employees for the purpose of study, research, and creative activities which enhance the college's operation.

**Section 14.4.1- Conditions and Terms:**

- 1) All leaves shall be subject to the availability of funds which shall be determined by the Employer. The number of professional leaves for employees shall not exceed one (1) per quarter.
- 2) A full-time employee may apply for professional leave after completing at least six (6) consecutive full-time years at Yakima Valley College.
- 3) Employees are expected to have the experience and education required for the positions they hold. Professional leaves are not ordinarily given to acquire qualifications for current positions.
- 4) Professional leave recipients ordinarily will not engage in full-time employment during the period of professional leave. Should the recipients propose to do so, they must justify such employment, in advance, in terms of the general spirit of the professional leave program.
- 5) Acceptance of a professional leave implies an obligation to return to the District as an exempt employee for a period of time equal to the amount of leave. Should a person not return, a refund of the total stipend, including benefits, must be made unless the Board of Trustees approves an exception.
- 6) Recipients of a professional leave will submit a written and/or verbal report to the Board of Trustees as requested by the President.
- 7) Compensation will be no more than 75 percent (75%) of the employee's contract salary for the period of the proposed leave. The total dollars paid to a leave participant and his/her replacement shall not exceed 150 percent (150%) of the total amount of dollars that would have been spent if the participant had not been on leave.
- 8) An employee returning from professional leave shall be returned to their position prior to the professional leave. If there is a comparable assignment for which the employee is qualified by education and experience and there is a mutual agreement between the college and the employee, the employee may accept a different position.
- 9) All general scale adjustments to salaries granted during the period the employee is on professional leave shall be applied to his/her salary, and if eligible, he/she shall benefit from step increases in salary.
- 10) An employee on professional leave shall be entitled to available medical and retirement benefits and any general salary increments but shall not earn sick leave nor annual leave.
- 11) To the extent authorized by the benefit underwriters, benefits other than annual leave and sick leave shall accrue to the exempt employee while he/she is on professional leave as though he/she were on regular contract.

**Section 14.4.2 - Application Procedures:** An applicant for professional leave shall submit an application to the President of the college through his/her supervisor by January 15 for consideration of leave after June 30. The application shall, at a minimum, contain the following information:

- 1) The applicant's plans and objectives for professional leave and the demonstrated resources and abilities to accomplish these objectives;
- 2) Length of leave requested;
- 3) Compensation from other salary, grants, or other sources during the leave.

The applicant shall be available for a personal interview with the President and/or his/her designee(s). The applicant shall notify the President of any significant change of plans should such a change occur during the selection process or subsequent to it.

**Section 14.4.3 - Criteria for Selection:** The President will use two criteria in recommending selection of employees to receive professional leaves from the Board of Trustees. These are 1) the merit of the

project and 2) the applicant's current and previous contributions to the college community. In instances where these criteria are equal, continuous employment at College District 16 shall be the determining factor.

**14.5 – Professional Development Committee:** The Professional Development Committee will consist of representatives of the College and the Union. The Professional Development Committee will

1. Develop criteria for identification of individual/group training needs and devise methods of establishing priorities;
2. Annually audit the training program and make necessary recommendations for improvement;
3. In conjunction with the Office of Human Resource Services hold staff meetings for all exempt employees for the purposes of improving communication.
4. The Professional Development Committee shall meet monthly.

**Section 14.5.1 - Committee Duties:** The Professional Development Committee may also make recommendations related to alternative training programs utilizing:

1. Release time
2. Federal reimbursement program
3. Regularly scheduled College courses
4. Facilities and equipment usage
5. Workshops and seminars including community and state sponsored
6. On-the-job training
7. Development of a skills file

## **ARTICLE 15 – EXEMPT EMPLOYMENT TERM**

**Section 15.1 – Exempt Professional Notice:** Notices of employment shall be provided to exempt professional employees covered by this Agreement. Each notice shall specify the dates of employment, salary for the employment period and any other details not contained in this Agreement. The notices shall be for a period not to exceed one (1) year commencing the beginning of the fiscal year on July 1 and ending June 30, or for a lesser period. Any conflict between the terms of the notice and this Agreement shall be resolved consistent with the terms of the collectively bargained Agreement.

**Section 15.2 –Notice of Non-Renewal:** Notice of non-renewal shall be in writing. Where timely notice is given, employment shall terminate on or before June 30 of that year without recourse or right to any hearing.

Timely written notice of nonrenewal shall be defined as written notice given prior to the end of employment period as specified below. Such notice shall increase based on completed continuous service as an Exempt Professional employee:

<b><u>Time In Service:</u></b>	<b><u>Notice Required For Non-Renewal:</u></b>
Less than 12 months	30 calendar days at any time during the first year of employment as an Exempt Professional employee.
More than 12 months but less than 60 months	90 calendar days prior to the expiration of their current term of employment.
60 or more months	On or before January 15 <sup>th</sup> prior to the expiration of their current term of employment.

**Section 15.3 – Reduction in Force:** If the Board of Trustees declares a financial emergency, or if the State Board for Community and Technical Colleges declares a financial emergency, Reduction in Force (RIF) procedures may be applied to exempt professional positions. In such instances, employees whose positions are

being reduced or eliminated will be given ninety (90) calendar days' notice, with a copy to the AFT-YPS. Notice of employment provisions outlined above may be modified under RIF. In the case of a Reduction in Force (RIF) the Employer reserves the right to laterally transfer candidates who meet the minimum qualifications for any vacant position within the bargaining unit to avoid layoff, with salary set at the rate for the position the employee is performing.

**Section 15.4 – Changes in Duties:** The Employer reserves the right to reorganize, terminate administrative programs and/or change administrative assignments with advance notice to the Union. Under ordinary circumstances such changes will be made effective on July 1 of each year. In such instances employees will be given 90 calendar days' notice. Contract provisions outlined above may be impaired under program termination and/or change of administrative assignment.

**Section 15.5 – Resignation or Mutually Agreed Upon Termination of Employment:** A notice of employment may be terminated at any time with the mutual consent of the employee and the President and Board of Trustees. Under other circumstances, when possible, the Employer shall be given thirty (30) calendar days' notice.

**Section 15.6 – Delegation of Hiring Authority:** Nothing in this Agreement shall preclude the ability of the Board of Trustees from delegating authority to hire, dismiss or discipline, renew or non-renew exempt professional employees to the Yakima Valley College District President, or with the President's permission, to a designee of the President.

**Section 15.7 – Project Employee:** A project employee is one who is hired to perform a particular task or duty and who work less than 1,050 hours in any twelve (12) consecutive calendar month period. Examples of tasks performed by such employees include, but are not limited to: The temporary replacement of exempt professional employees on extended leave; to fill a seasonal need; or to perform a task which requires specialized knowledge or skills. Such employees are not considered "regular" employees, are not part of the bargaining unit to which this Agreement applies and may be released without recourse at any time.

## **ARTICLE 16 – HIRING / APPOINTMENTS / TRANSFER / NON-RENEWALS**

**Section 16.1 – Position Allocation:** The Employer will determine when a position will be filled, the type of appointment to be used when filling the position and the knowledge, skills, and abilities necessary to perform the duties of the specific position within a job. When a vacant position is changed to a different title and/or salary, the District will advise the Union of the change prior to the position being advertised.

**Section 16.1.1 – Multilingual Pay:** When an Exempt position has a bona fide requirement for regular use of competent skills in more than one (1) language, the College will authorize an additional five percent (5%) increase to the salary normally assigned for that position.

**Section 16.2 - Position Descriptions:** All positions shall have a current position description. The position description will detail the position's scope and primary responsibilities, assigned supervisor, and essential functions. Position descriptions will be reviewed by the employee and supervisor at the time of the employee's evaluation. A copy of the position description will be attached to the evaluation. Development and maintenance of position descriptions is the responsibility of the employee and their supervisor. New duties or significantly expanded responsibilities will be noted at the time of the employee's evaluation and may result in a request for a position review. Any disputes regarding position descriptions shall be presented to the President, whose decision shall be final.

**Section 16.3 – Recruitment and Testing of Candidates:** The Employer will determine recruitment and selection methods, including testing appropriate to the requirements of the position. Applicants or candidates who need reasonable accommodation in the examination and/or testing process are responsible for requesting reasonable accommodation(s).

**Section 16.4 - Notice of Vacancies:** The District will post permanent positions for a minimum of seven (7) calendar days, including Outlook / e-mail notice to all exempt professional employees. Copies of all postings shall be provided to the Federation.

**Section 16.5 – Transfer and Promotion:** When filling a permanent position within the bargaining unit, candidates who meet the minimum qualifications for the position may be offered an interview. The Employer reserves the right to laterally transfer employees. The Employer may also choose to give first consideration to transferring or promoting individuals whose funding source has or will be ending.

**Section 16.7 - Position Review and Appeal:** Position reviews must be based upon an analysis of the duties and responsibilities of the position. The employee, the employee's supervisor or an AFT-YPS representative may request a position review by the Director of Human Resource Services when they believe there are permanent and substantive changes in the functions of a position. Requests for review are limited to a maximum of one (1) per fiscal year.

The employee shall complete the employee portion of the Department of Personnel's Position Questionnaire form and submit it directly to the office of Human Resource Services. The employee shall receive a date-stamped copy of the Position Review Request cover sheet when it is presented to the Office of Human Resource Services. The employee is not required to seek supervisory approval in order to initiate a position review.

Within sixty (60) calendar days of receipt of the Position Review Request, the Director of Human Resource Services shall investigate the request and issue a written response to the employee. The written response must include an assessment of the appropriate placement of the position as measured by a majority of time spent on tasks within the employee's assigned duties over the previous twelve (12) calendar months. Where a majority of time is found to be spent on duties outside of the employee's position description, a salary recommendation for salary adjustment will be included and forwarded to the President with a copy to the Union.

An employee may appeal the findings of position review. Any such appeal must be in writing and made within fourteen (14) calendar days from the date of the review and submitted to the President. The President will have thirty (30) calendar days to render a written decision which shall be final and binding.

## **ARTICLE 17 – PERSONNEL FILE**

**Section 17.1 - General:** The District shall retain one official personnel file for each professional exempt employee. This file shall be in the personnel office. No other personnel file shall be maintained by any officer or administrator of the District. This provision shall not preclude the maintenance of all lawful payroll records by the business office nor maintenance of other essential records by appropriate personnel for the operation of the District. An electronic facsimile of personnel file documents such as leave slips, notices of assignment, and performance evaluations in lieu of actual documents may be kept.

**Section 17.2 - Placing material in the file:** Material concerning any professional exempt employee may be placed in the personnel file after the employee has been notified and has been given an opportunity to read, append or answer any charges, complaints, or statements involved; and sign and date the material. Such signing shall not imply agreement with the statements contained in the material.

### **Section 17.3 - Removal of adverse material:**

1. After two (2) years, if there has been no action/complaint of the nature that led to the placement of the adverse material in the personnel file, the adverse material will be removed upon request of the employee.
2. The District President or designee will consider a written request for the early removal of adverse material. The Employer will advise the requesting party in writing of the action taken. The decision of the District President will not be subject to the grievance procedure. Adverse material more than two



(2) years old shall not be used for disciplinary purposes.

**Section 17.4 - Right to Review File & Make Copies** - Each employee shall have the right to review the entire contents of his or her personnel file, except for confidential credentials. An AFT-YPS representative or another representative chosen by the employee may accompany such employee upon his or her request to review the personnel file. The contents of the personnel file, except for confidential credentials, shall be available for photocopying in the presence of the person in charge of the file, the professional exempt employee, and his/her representative.

**Section 17.5 – Supervisory Files:** The District may allow supervisors to keep a secondary file on individual employees for the purpose of aiding supervisors in preparing evaluations. Such material contained in secondary personnel files will relate only to job performance. This shall not preclude the maintenance of all lawful payroll records by the Business Office nor maintenance of other essential records by appropriate personnel for the operation of the institution.

## **ARTICLE 18 – PERFORMANCE EVALUATIONS**

**Section 18.1 – General:** The Employer should conduct an employee's annual performance evaluation on or about the same time each year. The College shall utilize the Performance and Development Plan (PDP) as the tool to evaluate the employee's job performance and expectations.

**Section 18.2 - Performance Criteria:** Upon appointment to a position, the District will provide the employee with a copy of the current job description that includes the duties specific to the employee's position, job responsibilities, and performance expectations. The performance expectations/criteria shall remain in effect for future evaluations unless the supervisor and employee jointly modify them and the employee has been provided, in writing, a copy of the changes.

**Section 18.3 - Performance Evaluations:** Evaluations may be initiated by the Employer or at the employee's request.

The performance evaluation process will be a participative and collaborative process for:

- a) reviewing the employee's past performance,
- b) establishing future performance expectations,
- c) determining training/development needs,
- d) identifying other organizational support that the employee may need, and
- e) fostering mutual understanding between the supervisor and employee.

The current job description and the employee's workload will be reviewed at the annual performance evaluation. In the event an evaluation shows areas of weakness or areas that need improvement, the employee and supervisor shall agree to a plan of action designed to strengthen the areas identified. Included in the plan of action shall be desired outcomes, a timeline for evaluating progress and the resources available.

**Section 18.4 – Retention:** Performance evaluations will be retained in an employee's personnel file.

**Section 18.5 - Completed Copy For Employee:** An employee will receive a copy of the completed performance evaluation within 30 (thirty) calendar days.

**Section 18.6 - Not For Basis Of Disciplinary Action:** Performance evaluations shall not be used as a basis for disciplinary action.

## **ARTICLE 19 – INSURANCE AND RETIREMENT BENEFITS**

**Section 19.1 – Medical Insurance Benefit:** The District will contribute an amount as determined by the Public Employees Benefits Board (PEBB) annually for benefits in calendar year 2014 and thereafter. The District shall deduct any employee contributions necessary to fully fund PEBB coverage. As determined by the PEBB, this insurance may include dental, life and long-term disability insurance coverage.

**Section 19.2 – Retirement Benefit:** The Teacher's Insurance Annuity Association and District Retirement Equity Fund (TIAA/CREF) and the Washington Public Employees Retirement System (WPERS) are available to exempt employees; however, if an employee has been a member of the Washington State Teachers Retirement System (WSTRS) the employee may choose to remain on that prior plan. The specific standards for eligibility have been established and the Human Resource Department bears the responsibility of making the information available to employees.

## **ARTICLE 20 – HEALTH / SAFETY / ETHICAL PRACTICES**

**Section 20.1:** WISHA standards and procedures shall be conspicuously posted and adhered to campus-wide. Exempt professional Staff representative(s), recommended by the Union President be represented on a District safety committee that is in compliance with the Washington Industrial and Safety Health Act.

**Section 20.2:** The above committee will meet no less than quarterly to review safety violations, problems, programs, etc. The Employer will receive comments/recommendations from this committee and make good faith efforts to remedy the situations. Employee's attendance at the safety committee will be considered time worked.

**Section 20.3:** Employees shall spend only a reasonable time in safety-related matters.

### **Section 20.4 - Employee Safety:**

**Section 20.4.1 -** Exempt professional staff shall not be required to work in unsafe or hazardous conditions or to perform hazardous tasks which endanger their health, safety, or wellbeing. Employees affected or endangered shall inform their supervisor or higher administrator, including leaving the employee's work area to inform the supervisor/administrator if necessary. The employee shall not be required to resume work in the area or perform the hazardous task until the hazard or condition is corrected. A request to leave or move to an alternate worksite shall be granted by the employee's immediate supervisor.

**Section 20.4.2 -** Employer agrees to provide safety precautions from bodily injury and theft in areas where money is being counted and/or transported, especially in those areas during hours of darkness.

**Section 20.4.3 -** Employees are encouraged to report to campus security those individuals and/or circumstances which may present a threat. Campus security personnel will investigate and report the incidents. Employees should additionally report the threat to their supervisor. If the supervisor is the threatening party, the employee should report the event to security and the Director of Human Resource Services.

The District will take appropriate steps to mitigate the danger and provide the threatened employee with information regarding what response(s) are planned or taken. If the threatened employee secures a restraining order against the threatening individual, the District agrees to abide by and not interfere with the order.

**Section 20.5 - Background Checks:** The Employer agrees to perform background checks on bargaining unit employees only where the employee is being considered for a different position.

**Section 20.6 – Ethical Practices:** Yakima Valley College District is a state agency operated in accordance with Washington State law, in particular RCW 42.52, the Washington State Executive Ethics Laws. To protect the public interest, District employees are obligated to treat their positions as a public trust, using their official powers and duties and the resources of the District only to advance the public interest. This obligation requires that all employees

- a. Protect the integrity of the District by being independent and impartial in the exercise of their duties, avoiding the use of their position for personal gain or private advantage.
- b. Promote an environment free from fraud, abuse of authority, and misuse of public property.
- c. Create a work environment that is free from all forms of unlawful discrimination and harassment.
- d. Treat members of the campus community and the community at large in a professional manner.
- e. Protect confidential information to which employees have access.

The Employer shall not allow conduct that enables a hostile work environment. Any employee who feels subject to a hostile work environment shall report such to their immediate supervisor unless the supervisor is the alleged harasser, in which case the employee will notify the next appropriate supervisor.

**Section 20.7 – Non-Discrimination:** Neither the Employer nor the Union shall discriminate against any employee on the basis of race, creed, color, national origin, sex, disabling condition, marital status, age, affiliation, or presence of any physical, sensory, or mental handicap, or veteran status. Additionally, the Equal Pay and Opportunities Act prohibits gender pay discrimination as defined in RCW 49.58. Bona-fide occupational requirements are not to be considered a violation of this section.

**Section 20.8 – Affirmative Action:** The Employer and AFT-YPS recognize and reaffirm their support and commitment to the concept of Affirmative Action.

**Section 20.9 – Copyrights & Patents:** The ownership of any materials, processes or inventions developed solely by an employee's individual effort, research and expense, conducted on their own time, shall vest in the employee and be copyrighted or patented, if at all, in his/her name.

- A. The ownership of materials, processes or inventions produced solely for the district and at district expense shall vest in the district and be copyrighted or patented, if at all, in its name.
- B. In those instances where materials, processes or inventions are produced by an employee with district support by way of use of significant personnel, time, facilities or other district resources, the ownership of the materials, processes or inventions shall vest in and be copyrighted or patented by, if at all, the person designated by written agreement between the parties prior to the production. In the event there is no such prior written agreement, the ownership shall vest in the district.

**Section 20.10 – Drug and Alcohol Testing:** All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. Each institution is required to comply with 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 the 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 and is an illicit drug.

**Section 20.10.1 – Possession of Alcohol and Illegal Drugs:** Employees may not use or possess alcohol while on duty, except when authorized by the institution's policy. The possession or use of illegal drugs is strictly prohibited.

**Section 20.10.2 – 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 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.

**Section 20.10.3 – Drug and Alcohol Testing – Safety Sensitive Functions:** Employees required to have a Commercial Driver's License (CDL) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current institution policy.

**Section 20.10.4 – Testing for Reasonable Grounds:**

**Reasonable Suspicion** - Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee when the Employer has reasonable grounds to suspect that alcohol or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another. Specific objective grounds must be stated in writing that support the testing. Examples of specific objective grounds include but are not limited to:

1. Physical symptoms consistent with controlled substance and/or alcohol use;
2. Evidence or observation of controlled substance or alcohol use, possession, sale or delivery; or;
3. The occurrence of an accident where a trained manager, supervisor or lead worker suspects controlled substance/alcohol usage may have been a factor. Post-accident drug and alcohol testing may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

**Referral** – Referral for testing will be made on the basis of specific objective grounds documented by a supervisor or manager who has attended the training on detecting the signs/symptoms of being affected by controlled substances/alcohol and verified by another trained supervisor or manager.

**Testing** - When reasonable grounds exist, employees must submit to alcohol and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary, will be paid by the Employer. Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

**Rehabilitation** - The Employer may use a positive drug or alcohol test to require an employee to successfully complete a rehabilitation program. If evaluation for rehabilitation is required, it shall be performed by a licensed professional. The cost of such rehabilitation shall be borne by the Employer with any subsequent rehabilitation being paid by the employee's health care

insurance.

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

**Section 20.10.5 – Training:** Training will be made available to managers and supervisors. The training will include:

- A. The elements of the Employer's Drug and Alcohol Free Workplace Program;
- B. The effects of drugs and alcohol in the workplace;
- C. Behavioral symptoms of being affected by controlled substances and/or alcohol;
- D. Rehabilitation services available; and
- E. Medical confidentiality and HIPAA regulations regarding prescription and over-the-counter medications.

## **ARTICLE 21– MISCELLANEOUS PROVISIONS**

**Section 21.1:** Payment of authorized per diem or incurred expenses and mileage, if a private car is used while on approved Employer's business as provided by operational procedures of the institution, shall be in accordance with the maximum allowed by State Law and Regulations, except as waived by mutual agreement because of lack of funds.

**Section 21.1.1:** Exempt professional employees shall not be required to use their personal vehicles for District business without the agreement of the affected employees.

**Section 21.1.2:** The Employer will grant employee requests for advance travel allowance when requests are made in accord with OFM regulations.

**Section 21.2 – Travel Time:** The Employer shall normally notify an employee at least five (5) working days prior to scheduled overnight travel.

**Section 21.3 – Travel Vouchers:** Employees are required to submit travel reimbursement vouchers on a monthly basis in a timely fashion. In the event of significant travel expenditures, employees may submit vouchers twice monthly.

**Section 21.4 – Parking:** A parking area at the campuses shall be provided for exempt professional employees. The District shall maintain the current number of reserved, non-paid parking stalls as of January 1, 2008 at the campuses during all times and periods of work for exempt professional employees. At other locations where free public parking is not readily available, the District shall extend every effort to arrange parking at no cost to the employee. Appropriate parking stickers shall be issued to all exempt professional employees of the District.

**Section 21.5 – License & Certification Fees:** The Employer agrees to reimburse fees for license and/or certification(s) required by the Employer.

**Section 21.6 – Campus Electronic Monitoring:** Employees and the Union will be notified in writing prior to the use Electronic Monitoring. "Electronic monitoring" is defined as the use of data gathered from employer-controlled electronic equipment, including but not limited to video cameras, electronic key cards and key pads, to determine an employee's whereabouts or activities, either in real time or after the fact.

1. There will be no specific monitoring of bargaining unit member's movement on or off campus.
2. The recordings of the cameras will not be used to discipline a member of the bargaining unit with the exception being criminal activity.
3. The cameras and any monitoring will be expressly limited to those areas considered public.
4. There will be signs and notices prominently posted of the presence of electronic monitoring devices.
5. The Union will be notified prior to any changes to or installation of any electronic monitoring devices.

## **ARTICLE 22 – SEPARABILITY AND RENEGOTIATION OF AGREEMENT**

**Section 22.1 – Continuation of Contract:** If any provisions of this document or its application shall be found in violation of the law, such provision or application shall be deemed invalid. Such determination shall not invalidate the entire Agreement; it being the express intention of both parties hereto that all other provisions not declared in violation of law shall remain in full force and effect.

**Section 22.2 – Mandatory Subjects of Bargaining:** In the event of legislation during the life of this Agreement which provides for collective bargaining on mandatory matters not subject to collective bargaining on the effective date of this Agreement, negotiations on these new matters shall begin no later than sixty (60) calendar days from receipt of notice to negotiate by the AFT-YPS.

**Section 22.3 – Re-Negotiation:** AFT-YPS and the Employer will meet for the purpose of re-negotiation of any Article or portion of this Agreement found to be in violation of the law. Such request by either party shall be in writing within sixty (60) calendar days of being found in violation of the law.

**Section 22.4 – Complete Agreement:** This Agreement is a result of good faith negotiations by and between the parties. Both parties had an unlimited opportunity to raise, negotiate and dispose of issues. The agreement expressed herein in writing constitutes the entire agreement between the parties, and no oral statement shall add to or supersede any of its provisions. This Agreement supersedes prior Agreements and Memorandum of Understandings.

**Section 22.5 – Successor Agreement:** All provisions of this Agreement will become effective upon ratification by both parties to this Agreement, and will remain in full force and effect through June 30, 2020. Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than one-hundred twenty (120) calendar days and no less than ninety (90) calendar days prior to the date of expiration. Negotiations will begin at a time agreed upon by the parties. Failure to re-open the Agreement, or notice by either party to terminate the Agreement, shall result in the terms and conditions continuing for a period of one (1) year.

**Section 22.6– Negotiations Teams:** Negotiations for the purpose of negotiating a new agreement at the expiration of this agreement shall be by teams designated by each party, not to exceed four (4) people per team plus one (1) observer. A chief negotiator will be identified by each team.

**Section 22.7 – Release Time for Negotiations:** Employee(s) on the Union team shall be given reasonable time during work hours to participate in negotiations, without loss of pay or other benefits, provided this release time does not interfere with the day-to-day operations of the institution.

**Section 22.8 - Distribution of Agreement:** An electronic copy of the AGREEMENT shall be posted to the District web site and the link sent to all professional exempt employees as soon as practicable after signature. Within thirty (30) days following ratification, hard copies of the AGREEMENT will be available upon request from the Human Resource Services Department.

Upon hire, professional exempt employees shall be provided a copy of this AGREEMENT by Human Resource Services Department.

## **ARTICLE 23 – CONDITIONS AND DURATION**

**Section 23.1 - Term of Agreement:** The term of this Agreement shall be from July 1, 2022 until its expiration at 12:00 p.m., midnight, on June 30, 2024.

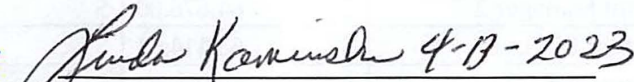
**Section 23.2 - Reopener for Distribution of Funds:** The Legislature may provide an allocation, typically when the Biennial budget for 2023-2025 is approved by the Legislature and Governor, in recognition of increases of the Cost of Living (COLA) and may not fully fund the allocation. If the Legislature does not fully fund the allocation, then the parties shall negotiate about funding above the 4.5%. The negotiated settlement will be implemented effective the date the parties agree to do so.

Signed on this 11th day of April, 2023.

FOR THE FEDERATION:

FOR THE DISTRICT:

  
President, AFT-YPS

  
President

Represented by:

\_\_\_\_\_  
Anthony F. Menke, Management Labor Attorney  
and Chief Negotiator

## **APPENDIX A – SALARY RATES**

**A.1 – Classifications & Wage Rates:** The following salary scale shall apply to all existing bargaining unit placements:

Classification	7/1/2022 3.25%	7/1/2022 Subject to A. 7 Below: 2.5% Lump sum less deductions calculated on base pay only	7/1/2023 4.5%
Exempt Coordinator 1	\$ 49,506.00	\$ 50,743.65	\$ 53,027.11
Exempt Coordinator 2	\$ 52,267.00	\$ 53,573.68	\$ 55,984.49
Exempt Coordinator 3	\$ 54,729.00	\$ 56,097.23	\$ 58,621.60
Exempt Coordinator 4	\$ 66,599.00	\$ 68,263.98	\$ 71,335.85
Exempt Manager 1	\$ 60,007.00	\$ 61,507.18	\$ 64,275.00
Exempt Manager 2	\$ 64,676.00	\$ 66,292.90	\$ 69,276.08
Assistant Director	\$ 68,114.51	\$ 69,817.37	\$ 72,959.15
Data Analyst	\$ 65,970.47	\$ 67,619.73	\$ 70,662.62
Applicatin Developer	\$ 90,395.00	\$ 92,654.88	\$ 96,824.34
Senior Network Administra	\$ 90,395.00	\$ 92,654.88	\$ 96,824.34

**A.2 – Salary Adjustments for Recruitment, Retention or Additional Duties:** Nothing herein shall preclude the Employer from unilaterally increasing a position for the purposes of recruitment, retention or significant additional duties as determined by the Employer.

**A.3 – Fair Pay:** The Employer will follow the Washington's Equal Pay and Opportunities Act and further will maintain fair and equitable pay regardless of gender, race, creed, age, religion. The Employer will maintain equal pay for similar job duties and responsibilities.

**A.4 – Minimum Salary Threshold:** Due to changes in the state's minimum wage laws, effective January 1, 2021, employees earning less than \$49,831.60 per year will become overtime eligible regardless of their previous exempt status. Notice will be provided to employees whose overtime eligibility status changes. Future increases to the Minimum Salary Threshold may make additional employees overtime eligible and notice will be provided at such time.

**A.5 – Bilingual pay:** Effective beginning in the payroll period following signature of this CBA by the last signing party forward, when a position has been determined by the College that the regular use in more than one (1) language, and/or sign language (AMESLAN), and/or Braille, is required, the College will authorize premium pay of 5% above the level normally assigned for that position. Regular use means time is spent providing direct services to students utilizing the competent skill on a consistent basis when required by the College.

**A.6 Lead:** A member of the bargaining unit that performs the following duties: orients and trains new bargaining unit members and directs the work of other bargaining unit members within the department

**A.7 Lump sum for July 1, 2022 until the payroll period following signature of this CBA by the last signing party:** The Employer will calculate how much a two point-five percent (2.5%) applied to the 2022 base pay of the employees before the 3.25% was applied July 1, 2022 to determine an approximate, rounded up or down



amount based on cents (below 0.50 cents rounded down, above 0.50 cents rounded up), lump sum calculated on base pay only equates to from July 1, 2022 until the payroll period following signature of this CBA by the last signing. Thereafter, as indicated in the middle column above in Section A. 1, the wage rate at two-point-five percent (2.5%) shall be the new wage rate beginning in the first full payroll period following signature of this CBA by the last signing.

A.8 Retention Incentive: The Employer agrees to provide a retention incentive of \$1,000.00 one-time lump sum less normal deductions in the first full payroll period after the last signing party signs this CBA.