

## Tentative Agreement

### WPEA / YVC 2022 Contract Negotiations

**Section 1.1 – Recognition:** The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all non-supervisory classified employees of the Community College District 16 – Yakima, excluding confidential employees, internal auditors, supervisors, employees in other bargaining units and employees historically excluded from the unit by orders of the Public Employment Relations Commission or its predecessors. The Employer and Union also agree to recognize the Union as the sole and exclusive bargaining agent for a bargaining unit of supervisory classified employees of the Community College District 16 – Yakima, excluding confidential employees, internal auditors, non-supervisors, employees in other bargaining units and employees historically excluded from the unit by orders of the Public Employment Relations Commission or its predecessors but to include supervisors assigned to positions in a supervisory bargaining unit ~~as referenced in Appendix “B” to this Agreement.~~ Excluded: All students exempted by WAC 357-04-040 and all ~~other employees excluded by law or by PERC bargaining unit certifications, employees working less than 1,050 hours in any twelve (12) consecutive calendar month period, and all employees of the Employer not working in a classification included in or attached to this Agreement.~~

#### **Section 1.4 –Data Sharing Reports:**

A. **Current Classified Employee Status Report** - Each month, the Employer will

provide the Union a report in an electronic format of the following data, if maintained by the Employer, for employees in the bargaining unit and those who enter or leave the bargaining unit or who start or stop deductions”

1. Employee name;
2. Permanent address;
3. Home department name;
4. Work location address;
5. Job classification code and job title;
6. Bargaining unit code;
7. Unique employee system identification number;
8. Work phone number, ~~if available;~~
9. Work email address;
10. Seniority date;
11. Unbroken state service date;
12. Position number;
13. Salary range and step;
14. Job percentage of full;
15. Gross salary for the month;
16. Union deduction code(s) and amount(s);
17. Deduction start and end date;
18. Work county code and name;
19. Overtime eligibility designation;
20. Retirement benefit plan
21. Employee type and;

22. Whether an employee has been appointed, separated from, or promoted out of the bargaining unit, the reason for such action, and the effective date of such action.

**Section 3.1 – Seniority:** No employee shall acquire seniority until they have become a classified employee. ~~Seniority shall be on the basis of longest continuous service, with non-supervisory and supervisory employees appearing on two (2) separate lists. Seniority for employees will be defined as the employee's length of unbroken classified service.~~ Cyclic breaks will not constitute a break in service or be deducted from seniority. Classified employees temporarily accepting positions with the employer outside the bargaining for thirty (30) or more calendar days will have their seniority date under this Agreement adjusted accordingly. ~~Each~~ The seniority list will show the employee's total time in service to the Employer, and total time within each bargaining unit.

Should more than one (1) employee have the same hire date, ties will be broken in the following order:

- a. Longest continuous time within their current job classification;
- b. Longest continuous time within the institution;
- c. The employees shall draw lots.

Any controversy over the seniority standing of any employee on the list shall be handled through the grievance procedure.

**Section 3.2 – Breaks in Seniority:** The seniority of an employee shall be considered broken, all employment rights forfeited upon such separation, and there is no obligation under this Agreement to rehire when the employee:

- a. resigns;
- b. is discharged for just cause;
- c. is laid off due to lack of work for more than ~~twelve (12)~~ twenty-four (24) consecutive calendar months;
- d. is disability separated as defined in Article 11.7, or is absent from work because of an illness or injury, exhausts all available paid leaves excluding shared leave, and thereafter receives less than fifty percent (50%) of their regular pay in excess of sixteen (16) weeks in a twelve (12) month period unless extended by the President;
- e. leaves the bargaining unit to accept a position with the Employer outside the bargaining unit excluding temporary assignments of up to twelve (12) calendar months or when returning to their former position within the bargaining unit within the first thirty (30) calendar days of promotion;
- f. fails to return to work upon recall from an indefinite lay-off within seven (7) calendar days after written notice via certified mail from the Employer at the employee's last known address appearing on the Employer's records. The employee shall have ten (10) calendar days following the date such notice was mailed to request re-employment;
- g. abandons his or her by failure to report for work for three (3) consecutive work shifts without providing notice to the Employer. The Employer shall provide written notice via certified mail to the employee's last known address appearing on the Employer's records. The employee shall have ten

(10) calendar days following the date such notice was mailed to request re-employment.

**Section 3.3 – Seniority List:** Upon request by the Union the Employer will provide a seniority list annually.

**Section 4.3 – Shop Stewards:** Shop Stewards designated by WPEA shall be recognized by the Employer. Shop Stewards are current classified employees who have been trained and designated by the Union as representatives for all classified employees in the bargaining unit. The WPEA will designate which stewards are approved to provide representation.

Shop Stewards are authorized to assist employees without loss of pay for reasonable periods, including up to fifteen (15) minutes prior to and following any meeting with the Employer to investigate and attend meetings with an Employer representative when such meetings are necessary to adjust grievances or disputes.

Shop Stewards shall request release time from their immediate supervisor prior to participating in representational activities. The permission shall be granted at the time requested unless work requirements do not permit. If permission must be withheld, the employee shall arrange for an alternate Shop Steward or reschedule the meeting when a Shop Steward can be present.

If the amount of time a shop steward spends performing representational activities is affecting the ability of either the steward or other employees to accomplish assigned duties, the Employer may elect to discontinue to release the shop steward / employee upon written notice to the Union as to the reasons why release time was discontinued. Any dispute of this section shall be handled as a grievance; this does not preclude dispute resolution outside of this agreement.

**Section 4.4 – Classified Employee Meetings:** Three (3) one (1) hour meetings per year, one (1) per regular year academic quarter, shall be allowed for classified employees of the Employer. The Union will provide the College with a tentative schedule and location of meetings no later than September 1 of each academic year. Such meetings will be held on campus during normal working hours without loss of pay or other benefits. If available at de minimis cost and facilities are available, YVC will provide three (3) one (1) hour ITV media links to the Grandview campus for bargaining unit members at that location to attend the meetings. Administration representatives may attend such meetings upon invitation of the YVC WPEA Chief Shop Steward. Employees shall be released to attend such meetings unless work requirements do not permit. Swing or graveyard shift employees shall similarly be released from their scheduled shifts with pay to attend up to three (3) one (1) hour meetings per year, which occur on the same day as other scheduled classified employee meetings referenced in this section. No overtime expenses will be incurred for employees attending such meetings. Once per contract cycle, employees will be permitted to attend a contract explanation meeting presented jointly by WPEA and YVC Human Resources of up to two (2) hours following the ratification of a new Agreement.

**Section 4.9 – New Employee Meeting:** ~~Each employee hired into a bargaining unit position shall be granted one half hour, without loss of pay, for an orientation with a Shop Steward and/or Staff Rep WPEA on this agreement to be held as a group once per month for all new bargaining unit employees hired within the previous month. The local WPEA Chief Shop Steward or designee(s) shall make available to each new employee membership informational material provided by the Union, including copies of this Agreement. Employees may decline to attend the orientation. The Employer will provide the Union, at the Union's written request, access to all new employees working in WPEA represented positions for the first ninety (90) days of employment. This access will be provided during the employee's regular work hours at the employee's regular worksite, or at another location mutually agreed to by the Employer and the Union, for no less than thirty (30) minutes and no more than sixty (60) minutes, to present information about the Union and this Agreement. This presentation may occur during a formal or informal new employee orientation provided by the Employer or at another time within the above ninety (90) day period. No employee will be required to attend the presentation given by the Union. The Employer will provide notice to the Union at newhires@wpea.org and the Leadership Team of a new employee orientation at~~

the same time the new employee is given notice.

**Section 7.5 – Grievance Procedure:**

**Step 1 – Executive Director of Human Resource Services:** If the matter is not informally resolved by discussion, the grievance may be submitted in writing by the Union and provided to the Director of Human Resource Services, ~~with a copy to the employee's immediate supervisor.~~ The Union shall initiate the written grievance within thirty (30) calendar days from the date the employee became aware, or should have become aware, of the claimed violation of this Agreement. The date of the occurrence, or the employee's first awareness of the occurrence, will not be computed in the thirty (30) calendar days. The Director of Human Resource Services shall respond in writing within fourteen (14) calendar days after receipt of the written grievance.

**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:** Corrective measures will include in order of normal progression

1) Verbal Warning and 2) Written Warning. Corrective measures may only be grieved if it can be shown they were arbitrary or capricious 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 8.2.3 – 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, or dismissal. Probationary employees may be dismissed without just cause.

**Section 8.10 – Early Withdrawal of Material:** The college President or designee will consider a written request from an employee and/or their WPEA representative for the removal of derogatory material contained in their personnel file and will advise the requesting party in writing of the action taken. The decision of the college President will not be subject to the grievance procedure. In no case will anonymous material, not otherwise substantiated, will not be placed in an employee file.

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

New Year's Day	Labor Day
Birthday	Martin Luther King, Jr.'s
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
<u>Juneteenth</u>	Native American Heritage Day
Independence Day	Christmas Day

**Section 10.6 – Scheduling of Annual Leave:** Employees are encouraged to schedule annual leave as far in advance as possible. An employee who has requested annual leave shall receive a written response approving or denying the request from his/her immediate supervisor within five (5) working days from the date of the request. Paid vacation leave may not be used in advance of its accrual. All annual leave shall be scheduled in minimum

increments of one- quarter (¼) hour.

**Section 10.6.1 – College Cancellation:** Should the College be required to cancel scheduled vacation leave because of an emergency or exceptional business needs, affected employees may select new vacation leave from available dates. In the event the affected employee has incurred non-refundable, out of pocket, vacation expense, the employee will notify the College of the anticipated costs at the time of the cancellation and shall be reimbursed by the College actual costs if required to cancel their vacation.

**Section 10.6.2 – Employee Cancellation:** Should the employee request to cancel scheduled vacation leave because of an emergency or exceptional needs, such employee will make such request to the supervisor as far in advance as possible. The supervisor may elect to approve or deny such request as needed. In the event the College incurs expenses as a result of the approval of such request, the College will notify the employee of the anticipated costs at the time the request to return is made and the employee will be required to make such reimbursement if they elect to return.

**Section 10.6.3 – Probationary Employees:** Probationary employees may not request annual leave during their first six (6) months of probation. An employee who has been on probation for six (6) months or more may request permission to use annual leave. Such request shall be made to the employee's supervisor with a copy to the Director of Human Resource Services.

**Section 11.3 – Return to Work Certification & MedVer:** The College may require a written medical certificate for any sick leave absence explaining the nature of the illness or absence in circumstances when the absence has exceeded three (3) consecutive work days and where the College suspects an abuse of sick leave.

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. Exception: Where the College has a reasonable suspicion of an abuse of sick leave, the ~~employee may be placed~~ Executive Director of Human Resources may place an employee on a medical verification (MedVer) plan. Absences in which employees have a doctor's note or are using FMLA leave will not be used to support a reasonable suspicion of sick leave abuse.

**Section 13.5.1 – Long Term Schedule Changes:** Employees shall be notified of changes in work schedules, either hours of work or work location, at least ~~seven (7)~~ fourteen (14) calendar days in advance.

**Section 13.5.2 – Temporary Schedule Changes:** Temporary changes to a scheduled work period employee's assigned hours within the assigned seven-day period may be made under the following circumstances:

- a. by providing as much notice as possible but not less than three (3) ~~two (2)~~ calendar days' notice to the employee (the day of notice counts as one day); or
- b. because of emergency conditions (excludes instances that could reasonably have been foreseen and planned for in advance); or
- c. for operational convenience (instance where conditions above do not exist); or
- d. when the change is requested in writing by the employee and approved by the employing official.

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.

**Section 13.11.3 – Suspended Operations:** Employees relieved from their regular work assignment due to suspended operations will not be required to make up time missed as a result of closures in those instances where the campus is closed and administrative / exempt employees are not required to make up similar time lost without loss of pay up to a maximum of ~~two (2)~~ three (3) work days per academic quarter. Should suspended operations exceed the maximum number of paid work days per academic quarter, employees may use their choice of the following leaves to account for time that would otherwise be leave without pay: vacation leave; personal holiday; personal leave; accrued compensatory time (where applicable); leave without pay; or make up lost time within the same pay period through employee-requested schedule changes.

**Section 13.11.4 – Pay Rates for Work Performed During Suspended Operations:**

Employees required to work on-campus during suspended operations shall receive two (2) times their regular rate of pay. Overtime worked during the closure will be compensated in accordance with the Fair Labor Standards Act and this Agreement.

~~**Section 14.1.3 – Budget:** The College shall agree to furnish a yearly budget for the Professional Development Program in an amount not less than \$3,000.00. The Professional Development Committee will be responsible for submitting budget proposals through the office of the Director of Human Resource Services, following the established College budget procedure before allocation of funds will be considered. The College will strive to make additional funds available for training opportunities.~~

**Section 15.1 – Classified Employee:** A classified employee shall be an employee who holds a position that is ~~fifty percent (50%) or more of full time, is employed on a monthly basis, is paid the appropriate wage rate for the type of work performed a majority of the time covered by classified service provisions as provided in RCW 41.06 and WAC 357.~~ Except for project positions, non-permanent positions or part-time hourly positions, appointments are considered permanent with no specific end date. However, nothing in this Article precludes the Employer from initiating a layoff in accordance with Article 18 of this Agreement. Such employee is entitled to accrue the full benefits and conditions of this Agreement.

~~**Section 15.5 – Part-Time Hourly Temporary Employee:** Hourly employees are those who work less than 1,050 hours in any twelve (12) consecutive calendar month period. Such employees are not part of the bargaining unit to which this Agreement applies. Temporary employees, formerly referred to as part-time hourly employees, are employees appointed to a temporary position as provided by WAC 357-19-435.~~ The

College agrees not to employ ~~hourly temporary~~ employees and/or students that would:

- a. Take the place of a classified employee laid off due to lack of work or lack of funds;
- b. Fill a position currently or formerly occupied by a classified employee with the exception of;
  1. For a classified position being filled due to a leave of absence;
  2. In the event a classified employee declines to work during an extended cyclic year;
  3. While recruiting to fill the position.
- c. Supplant a classified position.

**Section 17.3 – Notice of Vacancies:** The College will post ~~permanent~~ positions for a minimum of fourteen (14) calendar days, with the exception of non-permanent positions which will be posted for a minimum of seven (7) calendar days, including an Outlook / e-mail notice to all classified employees. Copies of all postings shall be provided to the Union. Temporary positions, formerly known as part-time hourly positions, need not be posted.

**Section 21.3** Employees shall spend only a reasonable time in safety-related matters. The employer will

provide employees with orientation and/or training to perform their jobs safely. At least once every two years, the employer will provide emergency preparedness training whose topics will include at least those agreed upon by the parties in a separate document and as modified by mutual agreement at LMCC.

**Section 21.8 – Hostile Work Environment:** The College 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 Executive Director of Human Resources and Equity or their supervisor Services.

**Section 21.9 – Non-Discrimination:** Neither the College nor the Union shall discriminate against any employee on the basis of race, creed, religion, color, national origin, sex, pregnancy, sexual orientation and/or gender identity, disabling condition, genetic information, ability of a mother to breastfeed her child, marital status, age, affiliation, or presence of any physical, sensory, or mental handicap, honorably discharged veteran or military status, disabled veteran status or Vietnam era veteran status. Bona-fide occupational requirements are not to be considered a violation of this section.

**Section 22.2 – Travel Time:** The College shall normally notify an employee at least seven calendar days prior to scheduled overnight travel.

**Section 22.2.1** Travel time will be considered time worked, when:

- a. It is required by the College during normal work hours from one work site to another; or
- b. It occurs prior to outside of normal work hours to a different work location that is greater than the employee's normal home-to-work travel time; or
- c. The employee is authorized or required to travel away from home overnight and the travel occurs during normal working hours or during corresponding hours on non-working days.

**Section 22.5 – Uniform Allowance:** All personnel required to wear a specific type of clothing, footwear, tools, and/or identification shall be provided such clothing, footwear, tools, and/or identification. Clothing maintenance shall be provided by the employee. Such clothes or tools will remain the property of the College. Clothing provided by the College shall be worn only in the performance of duty for the College.

**Section 22.7 – Campus Video Monitoring:** The parties to this Agreement recognize the need of the College to electronically monitor public places as part of a security and workplace violence prevention plan. Employees will be notified when such monitoring is put in place. Employees will generally not be subject to electronic monitoring, such as through video cameras, electronic key cards, keypads, or other electronic means, to determine an employee's whereabouts or activities, either in real time or after the fact.

Where the Employer has reasonable grounds to suspect that an employee has engaged or is engaging in misconduct, it may use electronic monitoring as a part of a specific investigation provided:

- A. The monitoring is part of a written investigation plan that describes the reason for, duration, and scope of the monitoring;
- B. The monitoring is narrowly tailored to meet the purpose of the investigation; and,
- C. The college President or designee has approved the investigation plan.

**Section 22.9 – Employee Assistance Program:** The College agrees to provide employees with an employee assistance program with benefits to employees no lower than those provided by the Washington State Employee Assistance Program.

**Section 22.10 – Personal Mobile Devices:** Employees will not be required or expected to use their personal mobile devices for work purposes. Training will include information on the Public Records Act that, at a minimum, will include information on retention schedules and how the employee’s use of personal mobile devices interacts with the Public Records Act.

**Section 22.11 - Personal Property Reimbursement:** Employees may seek reimbursement, in accordance with RCW 4.92.100, for personal property that is unavoidably damaged or stolen in the proper performance of their duties.

**Section 23.5 – Notice of Agreement Re–Opening:** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, ~~2022~~ 2024 and no later than February 28, ~~2022~~ 2024. Negotiations will begin at a time agreed upon by the parties.

**Section 24.1 – Duration of Agreement:** The term of this Agreement shall be from July 1, ~~2024~~ 2023 until its expiration at 12:00 a.m., midnight on June 30, ~~2023~~ 2025.

### Delete Appendix B.3

### Appendix C

**C.1 – Benchmark:** The parties to this Agreement mutually agree that certain economic terms and conditions within the Collective Bargaining Agreement to which this Appendix is attached should be uniform in application with those collectively bargained for other higher education institutions in Washington state. To that purpose, the parties agree that those items listed in this Appendix will replicate those specified in Agreement executed by and between the Washington State Higher Education Coalition (on behalf of certain Washington State Community Colleges) and the Washington Public Employees Association (WPEA) pursuant to RCW 41.80.010 for the term July 1, ~~2024~~ 2023 to June 30, ~~2024~~ 2025.

**C.2 – Items to be Replicated:** Only those items specifically mentioned in this Section, as limited in scope by this Section, will be replicated and applied to the economic terms and conditions of this Agreement.

**C.2.1 – Personal Day:** The parties agree that in the event the Higher Education Coalition Agreement provides that personal days may be carried over from year to year, with a maximum of two (2) days at any given time, the same shall be provided in this Agreement.

**C.2.2 – Continuation of Personal Leave Day:** The parties agree that in the event the Higher Education Coalition Agreement provides for continuation, increase or elimination of the Personal Leave Day(s) as reflected in Article 12, Section 9 of the Agreement, the same shall be provided in this Agreement.

**C.2.3 – Health Benefits:** The parties agree that the composition, costs and contribution rates for health insurance benefits shall be the same as those provided by the Washington State Health Care Coalition as pursuant to RCW 41.80.020.

**C.2.4 – Wage Rates:** The parties agree that the wage rates including salary schedules, cost of living adjustments, lump sum payments, periodic increases, salary survey funding levels and assignment pay shall be the same as those provided in the Higher Education Coalition Agreement referenced in this Appendix.



**C.3 – Application of this Agreement Subject to Funding by the Legislature:** Any compensation and benefit increases contained in this Agreement will not be effective unless specifically authorized and fully funded through additional appropriations by the legislature pursuant to RCW 41.80.010.

**C.4 – Reformatting of the Agreement:** The parties mutually agree that following inclusion of economic terms pursuant to this Appendix, the Agreement will be modified to reflect changes made as a result of the application of this Appendix prior to printing and distribution of this Agreement. An original copy of the signed Agreement, along with a copy of the Agreement to which this Appendix makes reference, will be provided to each party to this Agreement.

Appendices A and B conformed to the economic package as per Appendix C; all other dates throughout the agreement conformed to the appropriate term.


Pursuant to Appendix C, the following changes are also made:

**Section 12.9 – Personal Leave:**

A. An employee may choose ~~two (2)~~ three (3) workdays as personal leave days each fiscal year during the life of this Agreement (ending June 30, 2021) if the employee has been continuously employed by the college/district for more than four (4) months.

**Section 13.8.1** Shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 pm and 7:00 am will be ~~one dollar and thirty five cents (\$1.35)~~ two dollars and fifty cents (\$2.50) per hour or ~~one hundred seventy four dollars (\$235.00)~~ four hundred thirty-five dollars (\$435)-per month.

The Higher Education Master Agreement between the State of Washington and the WPEA has a 'me too' clause to include any additional increase reached by WFSE in cost of living increases, class specific increases, and assignment pay and any increases subsequently included in the Higher Education Master Agreement would also be included here.

 9/23/2022

For YVC / Date

 9/23/2022

For the WPEA / Date