

Yakima Valley College
Washington Public Employees Association
2023 – 2025 Collective Bargaining Agreement
Summary of Changes

Substantive Changes:

Article 1 – Recognition and Bargaining Agent:

- 1.1: Clarified bargaining units represented by WPEA.
- 1.4: Added to the list of things provided to the Union in the monthly data reports:
 - Work Location
 - Work Email
 - Seniority Date
 - Deduction Start/End Date
 - Overtime Eligibility Designation
 - Retirement Plan
 - Reason for Leaving the Bargaining Unit

Article 3 – Seniority:

- 3.1: Changed the definition of seniority to length of unbroken classified service.
- 3.2: Changed the language that covers a “break in service” to provide for employees who are laid off and reemployed within 24 months. The current contract requires that an employee be laid off for less than 12 months – going to 24 months doubles that time.
- 3.3: Added language clarifying that the Union may request a seniority list at any time.

Article 4 – Union Rights:

- 4.3: Clarified that WPEA designates the shop stewards that provide representation to members. Added language clarifying that this section does not prevent the parties from resolving the issue through a dispute resolution process.
- 4.4: New language added that allows for employees to attend a “contract explanation meeting” once per contract. The explanation meeting will be up to two hours and jointly presented by WPEA and YVC Human Resources.
- 4.9: Added new language regarding new employees and the Union’s access to those employees.

Article 7 – Grievance Procedure:

- 7.1: Step 1 of the process – removed language requiring that the Union copy the “immediate supervisor” on formal grievance filings. Step 1 will be filed by providing a copy of the written grievance to the Director of Human Resource Services.

Article 8 – Corrective Action and Discipline:

- 8.2.3: Added language clarifying that probationary employees may be separated without just cause.

- 8.10: Added language that requires that anonymous materials, not otherwise substantiated, will not be put in an employees personnel file.

Article 9 – Holidays:

- 9.1: Added Juneteenth to the list of recognized holidays.

Article 10 – Vacation Leave:

- 10.6: Added language that requires a supervisor's written response to a vacation leave request must include an approval or denial of the request.

Article 13 – Hours of Work/Rest Periods/ Overtime/Suspended Operations:

- 13.11.3: Increased the maximum amount of work days per academic quarter that employees receive no loss in pay for suspended operations to a total of 3 workdays.
- 13.11.4: Added clarification to this section that employees who work "on campus" will receive the additional pay for working during a suspended operation.

Article 14 – Professional Development:

- 14.1.3: Removed entire section.

Article 15 – Definition of Employees:

- 15.1: Changed the definition of a classified employee to "an employee who holds a position that is covered by classified service provisions as provided in RCW 41.06 and WAC 357."
- 15.5: Changed the definition of Part-Time Hourly employee to "Temporary employee" and is defined as "Temporary employees, formerly referred to as part-time hourly employees, are employees appointed to a temporary position as provided by WAC 357-19-435."

Article 17 – Hiring/Appointments/Transfer:

- 17.3: Added language that a non-permanent position will be posted for a minimum of seven calendar days – permanent positions will be posted for a minimum of fourteen calendar days. Temporary positions, formerly known as part-time hourly positions, need not be posted.

Article 21 – Health/Safety/Ethical Practices:

- 21.3: Added the following language "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."
- 21.8: Clarified the Director of Human Resources title is "Executive Director of Human Resources and Equity." Added that you can send a hostile work environment complaint to either the ED of HR or their supervisor.
- 21.9: Added "pregnancy" to the list of protected classes for discrimination.

Article 22 – Miscellaneous Provisions:

- 22.2.1.B: Changed this subsection related to travel time being considered time worked from “it occurs prior to normal work hours” to “it occurs **outside of** normal work hours.”
- 22.5: Added to the Uniform Allowance section “footwear” and “tools.”
- 22.7: Substantially changed the language related to campus video monitoring – please see TA.
- 22.9: Added language requiring the college to provide employees with an employee assistance program with benefits to employees no less than those provided by the Washington State Employee Assistance Program.
- 22.10: New section that includes language clarifying that employees will not be required or expected to use their personal mobile devices for work purposes. Also includes that 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.
- 22.11: Added new section related to personal property reimbursement in accordance with RCW 4.92.100, for personal property that is unavoidably damaged or stolen in the proper performance of an employees’ duties.

Article 42 – Compensation:

- Wage Increases:
 - July 1, 2023 – 4%
 - July 1, 2024 – 3%
- Shift Premium – Increased from \$1.35 per/hr. to \$2.50 per/hr.
- Voluntary Booster Incentive – employees who choose to be fully vaccinated, including recommended booster (as defined by the CDC) before December 31, 2023, will be eligible for a on-time lump sum of \$1,000.00.
- Recognition and Retention Lump Sum – Employees who are employed on July 1, 2022, and who are still employed on July 1, 2023, will receive a one-time lump sum of \$1,000.00 in recognition for their ongoing employment with the state.
- Specific Classification Increases:

The following classifications will receive increases:

Job Class	Classification	New Range Or Range Increases Effective 7/1/2023*
119E	Human Resource Consultant 1	Range 47
119F	Human Resource Consultant 2	Range 53
119G	Human Resource Consultant 3	Range 59
119H	Human Resource Consultant 4	Range 63
678I	Custodian 1	Range 32

678J	Custodian 2	Range 34
678K	Custodian 3	Range 37
678L	Custodian 4	Range 40
678M	Custodian 5	Range 43
451F	Communications Officer 1	Range 49SP
591J	Grounds and Nursery Services Specialist 2	Range 34
591K	Grounds and Nursery Services Specialist 3	Range 36
591L	Grounds and Nursery Services Specialist 4	Range 38
114E	Procurement & Supply Specialist 1	Range 41
115F	Procurement & Supply Support Specialist 2	Range 34
257G	Deaf Interpreter 3	Range 47
262J	Library & Archives Paraprofessional 2	Range 37
674G	Cook 1	Range 35
674H	Cook 2	Range 38
674I	Cook 3	Range 40
675F	Food Service Worker	Range 34
675G	Food Service Worker Lead	Range 37
675H	Food Service Supervisor 1	Range 41
675I	Food Service Supervisor 2	Range 43
677E	Food Service Manager 1	Range 45
678	Maintenance Custodian	Range 36
701G	Recreation & Athletics Specialist 3	Range 48
125C	Data Consultant 3	Range 56
107M	Program Assistant	Range 37
107N	Program Coordinator	Range 40

* The associated increases shall be step for step.

Article 43 – Healthcare:

The method for calculating the Employer's Monthly Contribution (EMC) of health insurance premiums will change, resulting in employers paying a higher share of members' monthly premiums.

- Currently, the EMC is 85% of the weighted average of premiums across all plans. The EMC is then applied to the monthly premium of the plan the member has enrolled in. - Beginning in plan year 2024, the EMC will be 85% of the premium for the UMP Classic plan. The new EMC will be capped so that the employee contribution cannot be less than 2% of the EMC. The new EMC will then be applied to the monthly premium of the plan the member has enrolled in (as it is in the status quo).

Because the UMP Classic plan is more expensive than the average of all plans, this new calculation will result in the employer paying a greater share of monthly premiums than under the current calculation.

Flexible Spending Account Under the tentative agreement, the Flexible Spending Account (FSA) benefit will be available to more members. The FSA benefit includes an annual employer contribution of \$250.

- The current FSA is available to members who make the full-time equivalent of \$50,004 annually or less. - Under the TA, the FSA will be available to members who make the full-time equivalent of \$60,000 annually or less. The employer and bargaining coalition have agreed to a memorandum of understanding to improve communications to members about the FSA from the employer and any 3rd party vendors.

No Change or Housekeeping/Non-Substantive Change:

List of Articles and Appendices where WPEA agreed to current contract language:

Preamble

Article 2 – Payroll Deductions

Article 5 – Management Rights

Article 6 – Labor-Management Committee/Past Practices

Article 11 – Sick Leave/Leave of Absence

Article 12 – Miscellaneous Leaves

Article 16 – Position Reclassification

Article 18 – Layoff Procedure

Article 19 – Personnel File

Article 20 – Performance Evaluations

Article 23 – Separability and Renegotiation of Agreement **date changes to reflect the new contract cycle*

Article 24 – Duration of Agreement **date changes to reflect the new contract duration*