

ARTICLE 4
HIRING AND APPOINTMENTS

4.1 Filling Positions

- A. The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The Employer can fill a position on a full-time or part-time basis. Positions will be posted for at least seven (7) calendar days.
- B. Labor/Management Communication Committee (LMCC) meetings, as described in [Article 38](#), may include the sharing and discussion of information about filling, leaving vacant, reallocating or eliminating bargaining unit positions and positions that supervise bargaining unit positions, along with the timeframe thereof. As part of the preparation for the meeting, in accordance with [Section 38.2](#) C, at the Union's request, the Employer will provide a list of vacant positions, at the meeting. The list will include information about the status of the open position(s).
- C. When filling positions, the Employer will appoint to the position the most senior candidate on the appropriate internal layoff list with the required skills and abilities who had indicated an appropriate geographic availability.
- D. If the position is not filled from the layoff list, all promotional, transfer voluntary demotion candidates, who have the skills and abilities to perform the duties of the position will be considered by the Employer, prior to consideration of other candidates.
- E. An internal promotional candidate is an employee who applies for appointment with their college/district to a class with a higher salary range maximum.

1 F. A transfer candidate is an employee who applies for appointment with their
2 college/district to a position in the same class or to a different class with the
3 same salary range maximum.

4 G. A voluntary demotion candidate is an employee who applies for
5 appointment with their college/district to a class with a lower salary range
6 maximum.

7 H. Once hired, promoted, transferred or demoted, an employee will receive a
8 position description of their new position within twenty-one (21) calendar
9 days following their start date.

10 **4.2 Types of Appointment**

11 A. Regular Employment

12 The Employer may fill a position with a regular employment appointment
13 for positions scheduled to work twelve (12) months per year.

14 B. Cyclic Year Employment

15 The Employer may fill a position with a cyclic year appointment for
16 positions scheduled to work less than twelve (12) full months each year, due
17 to known, recurring periods in the annual cycle when the position is not
18 needed. At least fifteen (15) calendar days before the start of each annual
19 cycle, incumbents of cyclic year positions will be informed, in writing, of
20 their scheduled periods of leave without pay in the ensuing cycle. Such
21 periods of leave without pay will not constitute a break in service.

22 When additional work is required of a cyclic position during a period for
23 which the position was scheduled for leave without pay, the temporary work
24 will be offered to the incumbent. The incumbent will be allowed at least
25 three (3) working days in which to accept or decline the offer. Should the
26 incumbent decline the work, it will be offered to other cyclic employees, in
27 the same classification, with the necessary skills and abilities, in order of
28 seniority, before being filled by other means.

4.3 Types of Positions

A. Permanent Positions

Except for project positions, non-permanent positions or (temporary) hourly appointments established under [Appendix D](#), classified positions are considered to be permanent with no specific end date. However, nothing in this Article precludes the Employer from initiating a layoff in accordance with [Article 36](#), Layoff and Recall.

B. Project Positions

1. The Employer may establish project positions for which the assigned work is contingent upon state, federal, local, grant, or other special funding of specific and/or of time-limited duration. Project positions will be identified as such and the Employer will notify employees appointed to project positions, in writing, of the expected end date of the project employment.

2. Employees who enter into project positions without previously attaining permanent status will serve a probationary period. Employees will gain permanent status upon successful completion of their probationary period. Project employees with permanent status will serve a trial service period when they:

a. Promote to another job classification within the project; or

b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.

3. The Employer may consider project employees with permanent status for transfer, voluntary demotion, or promotion to non-project positions. Project employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position.

4. When the Employer converts a project position into a permanent position, due to a change in the nature of funding, and retains the incumbent employee who has already served a probationary or trial service period in that position, the employee will not serve a new probationary or trial service period.
5. The layoff and recall rights of project employees will be in accordance with the provisions in [Article 36](#).

C. In Training Positions

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will document the training program, including a description and length of the program.
2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from classified service, any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with prior written notice from the Employer.
3. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time. The employee's reversion right will be to the job classification that the employee held permanent status in prior to their in-training appointment, in accordance with Subsections 4.5 (B)(3) and 4.5(B)(4) of this Article.

The in-training separation of an employee will not be subject to the grievance procedure in [Article 30](#).

4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment.

5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level.

6. If the entire in-training program (meaning all levels within the in-training appointment) is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.

D. Non-Permanent Positions

1. The Employer may make classified non-permanent appointments to fill in for the absence of a permanent employee, during a workload peak, while recruitment is being conducted or when the nature of the work is sporadic and does not fit a particular pattern. Non-permanent appointments will not exceed eighteen (18) months. A non-permanent appointee must have the skills and abilities required for the position and will be assigned to an official Washington State Human Resources job classification and paid on the General Service Salary Schedule. The Employer may choose to fill the position with a competitive process or by appointment.

2. A permanent employee who accepts a non-permanent appointment within their college will have the right to return to their position in the college or to a position in the permanent classification they left

at the completion of the non-permanent appointment, provided, the employee has not left the original non-permanent appointment, or unless the original supervisor agrees otherwise.

3. The Employer may convert a non-permanent appointment into a permanent appointment if the Employer used a competitive process to fill the non-permanent appointment. In such circumstances the employee will serve a probationary or trial service period upon conversion.

4. The Employer may end a non-permanent appointment at any time with one (1) working day's notice to the employee.

5. The separation of a non-permanent employee will not be subject to the grievance procedure in [Article 30](#).

4.4 Employee Status

A. Classified Service/Permanent Status

An employee will attain permanent status in the classified service upon completion of a probationary period. For positions designated in-training, Subsection 4.3 C will govern when permanent status is attained.

An Employee who is newly hired in a classified position will be required to serve a probationary period, regardless of whether or not they have held permanent status at another college district or agency. However, unless the employee has a break in service between appointments, they will have continuous or unbroken classified service for the purpose of seniority, leave and any article in this Agreement that refers to continuous or unbroken service.

B. Job Classification

An employee will attain permanent status in a job classification upon their successful completion of a probationary, trial service, or transition review period.

4.5 Review Periods

A. Probationary Period

1. All employees, including part-time or full-time, will serve a probationary period of six (6) months following their initial appointment to a permanent or project position. The Employer may extend the probationary period for an individual employee or for all employees in a class as long as the extension does not cause the total period to exceed twelve (12) months. The Employer agrees to notify the employee in writing when it intends to extend the probationary period of an employee or for all employees in a classification beyond six (6) months. If the extension is based on performance issues, the supervisor will provide written information to the employee about the needed improvement(s).
2. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period upon conversion.
3. The Employer may separate a probationary employee at any time during the probationary period, whether or not the Employer has evaluated the probationary employee. Probationary separation will not be subject to the grievance procedure in [Article 30](#).
4. The Employer will extend an employee's probationary period, on a day-for-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service or Employer-mandated temporary reductions in hours (furloughs) under [Subsections 36.5.B, and C](#).
5. An employee who transfers or is promoted prior to completing their initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with

Subsection 4.5(A)(1), unless adjusted by the Employer for time already served in probationary status. However, in no case will the total probationary period be less than six (6) months.

B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. The Employer may extend the trial service period for an individual employee or for all employees in a class as long as the extension does not cause the total trial service period to exceed twelve (12) consecutive months. The Employer agrees to notify the employee in writing when it intends to extend the trial service period of an employee beyond six (6) months. If the extension is based on performance issues, the supervisor will provide written information to the employee about the needed improvement(s). Employees in an in-training appointment will follow the provisions outlined in Subsection 4.3 C.
2. If the Employer converts the status of a non-permanent appointment to a permanent appointment, an incumbent employee who has already attained permanent status will serve a trial service period. However, the Employer will credit time worked in the non-permanent appointment toward completion of the trial services period per Subsection 4.3(D)(3).
3. An employee serving a trial service period will have their trial service period extended, on a day-for-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service or Employer-mandated temporary reductions in hours (furloughs) under [Subsections 36.5.B](#), and C.

4. With prior written notice by the Employer, all employees that have not successfully completed a trial service period may be offered an opportunity to revert to a position in the same institution that is:

a. Vacant and is within the trial service employee's previously held job classification; or

b. Vacant at or below the employee's previous salary range.
In either case, the employee being reverted must have the skills and abilities required for the vacant position. If the employee has not attained permanent status in the job classification of the vacant position, the employee will be required to complete a trial service period.

5. An employee who has no reversion options or does not revert to the classification they held prior to the trial service period may request the Human Resource Office to place their name on the layoff list for positions in job classifications where they had previously attained permanent status.

6. An employee serving a trial service period may voluntarily revert to their former position within ~~thirty fifteen~~ (30+15) calendar days after the appointment, provided that the position has not been filled or an offer has not been made to an applicant. The Employer may consider requests after the ~~thirty fifteen~~ (30+15) day period. After fifteen (15) days and at the discretion of the Employer, an employee serving a trial service period may voluntarily revert at any time to a vacant position in the same college/district that is:

a. Within the employee's previously held job classification; or

b. At or below the employee's previous salary range.

If the employee has not attained permanent status in the job classification, the employee will be required to complete a trial service period.

The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in [Article 30](#).

C. Transition Review Period

In accordance with [Article 36](#), Layoff and Recall, the Employer may require an employee to complete a transition review period.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union

Date

Date

Inti Tapia, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Steve Sloniker,
Executive Director, WPEA