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COLLECTIVE BARGAINING AGREEMENT

CLOVER PARK TECHNICAL COLLEGE

And

**CLOVER PARK FEDERATION OF
CLASSIFIED EMPLOYEES
LOCAL 4789**

July 1, 2005 – June 30, 2008

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TABLE OF CONTENTS

Agreement.....	3
Definitions.....	4
Article 1 Recognition.....	6
Article 2 Nondiscrimination.....	7
Article 3 Employer Rights and Responsibilities.....	8
Article 4 Federation Rights.....	9
Article 5 Federation Security.....	11
Article 6 Personnel File.....	13
Article 7 Grievance Procedure.....	15
Article 8 Probation.....	19
Article 9 Assessments.....	20
Article 10 Seniority/RIF/Transfer.....	21
Article 11 Hours of Work/Overtime/Holidays/Vacations.....	25
Article 12 Leave/Benefits.....	27
Article 13 Job Announcement and Resignations.....	32
Article 14 Discipline and Dismissal.....	33
Article 15 Staff Development & Training Program.....	35
Article 16 Pay Practices.....	38
Article 17 Job Description/Reclassification/Promotions.....	39
Article 18 Wage Schedule.....	42
Article 19 Matters Covered in Complete Agreement & Conformity to Law.....	43
Article 20 Liability Coverage and Legal Protection.....	44
Article 21 Parking.....	45
Article 22 Duration and Stoppage.....	46
Illustration A ..Article 7 Grievance Flow Chart.....	48
Illustration B ..Article 17 Reclassification Flow Chart.....	49
Appendix A....Salary Schedule	
Appendix B....Assessment Tool	
Appendix C....Grievance Form and Supervisory Response	

AGREEMENT

BY AND BETWEEN

CLOVER PARK TECHNICAL COLLEGE DISTRICT NO. 29

And

**CLOVER PARK FEDERATION OF CLASSIFIED EMPLOYEES
LOCAL 4789**

This Agreement is made and entered into this _____, by and between Clover Park Technical College District No. 29, hereinafter referred to as the “Employer” and the Clover Park Federation of Classified Employees, Local 4789, hereinafter referred to as the “Federation.”

DEFINITIONS

Agreement	Refers to the negotiated Collective Bargaining Agreement between the Federation and the Board of Trustees.
Day or Days	Calendar day or days unless otherwise specified.
Desk Audit	A management tool. An on-site review of a position conducted at the workstation.
Employer	Board of Trustees of Clover Park Technical College District No. 29.
Federation	The sole collective bargaining agent for all permanent employees doing work in classifications as determined by PERC to be non-exempt, non-faculty, non-IUOE.
Fiscal Year – CPTC	July 1 through June 30 of each twelve (12) month cycle.
FMLA	U.S. Department of Labor, Family and Medical Leave Act.
Full-Time Employee	An employee who works at least forty (40) hours during a work week and who is eligible for benefits and has the expectation of continued employment.
Immediate Supervisor	The person directly responsible for the work assignments and performance review of a Federation represented employee.
Open Position	A vacant or new classified position the Employer has open for internal and/or external applications.
PERC	State of Washington, Public Employment Relations Commission.
Position Control Position	A full or part-time position within the Employer, assigned a position control number.
Promotion	A change in an employee's position to one of a higher level classification either through an open application process or reclassification to a higher pay level position.
RCW	Revised Code of Washington

Reclassification	After mutual agreement between the Employer and the Federation, an employee position is moved to a different level on the salary schedule.
Release Time	Supervisor approved time taken during regular work hours to accomplish work that is part of the bargaining contract process. Release time does not require any type of leave to be taken. No overtime pay or compensatory time is earned.
SBCTC	State Board for Community and Technical Colleges.
Seniority	The length of continuous service with the Employer while being represented by the Federation.
Temporary Employee	An employee who may work randomly throughout the year or for a defined period of time up to one thousand forty (1040) hours in a fiscal year in a particular position and, who may be eligible for benefits (governed by state requirements) and has no expectation of continued employment.
Transfer	The voluntary or involuntary movement of a current employee from one position to another position of an equal or lower pay level within the bargaining unit.
Week	A week shall be defined as Sunday through Saturday.
Work Day	Eight (8) hours shall constitute a regular work day exclusive of the time allowed for lunch. The eight (8) hours in no manner constitutes a guarantee of a minimum or maximum number of hours.
Work Study	A college student, who may be doing Federation work, who is not eligible for either benefits or Federation representation.
Work Week	Five (5) consecutive eight (8) hour days shall constitute a regular work week. The forty (40) hours in no manner constitutes a guarantee of a minimum or maximum number of hours.
Work Year	The work year shall be all work days between July 1 and June 30 as determined by the College calendar.
Vacant Position (Vacancy)	A position within the bargaining unit that becomes unoccupied through transfer, resignation, termination, or retirement.

ARTICLE 1 - RECOGNITION

The Board of Trustees of Clover Park Technical College District No. 29, hereinafter referred to as the "Employer," recognizes Clover Park Federation of Classified Employees Local 4789, hereinafter referred to as the "Federation" as the sole collective bargaining agent for all permanent employees doing work in classifications as determined by PERC to be non-exempt, non-faculty, and non-IUOE.

ARTICLE 2 - NONDISCRIMINATION

- 2.1 The Employer and the Federation agree that this Agreement shall be applied without regard to race, creed, religion, color, age, national origin, sex, marital status, sexual orientation, veteran status or disability, except as required by this Agreement or as otherwise provided by law.
- 2.2 The Employer and the Federation agree that no employee shall experience discrimination, jeopardy, coercion, or denial of any rights from the Federation or the Employer by virtue of the employee's participation or lack thereof in any activity or program of the Federation. Employees shall be free to exercise their rights under the grievance procedure (Article 7 of this Agreement) and Chapter 41.56 RCW without retaliation.
- 2.3 The parties agree they shall at all times conduct their business in a manner which assures non-discriminatory treatment of all persons.

ARTICLE 3 – EMPLOYER RIGHTS AND RESPONSIBILITIES

- 3.1 The Board of Trustees as the Employer, acting on behalf of the State of Washington, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the State Board for Community and Technical Colleges and laws and the Constitutions of the State of Washington and the United States.
- 3.2 The Federation recognizes that the Board of Trustees is legally responsible for the operation of the college, and that the Board of Trustees may delegate to the President all of the necessary authority to discharge all of its responsibilities subject to the laws above mentioned, and the provisions of this Agreement to include the following:
- a. Utilize, within the judgment of the Employer, the most appropriate, effective methods to operate the college and to manage and direct the work force.
 - b. To hire, promote, transfer, assign, train, direct the work of, and appraise the performance of employees with due regard to fairness, objectivity, and the dignity of the individual employees.
 - c. To establish and communicate well designed rules, regulations, and policies which shall be uniformly applied.
 - d. To suspend, demote, discharge and take other appropriate remedial action for just cause.
 - e. To determine the methods and means necessary to effectively carry out the mission and goals as determined by the Employer.
 - f. To determine size and composition of the work force and to lay off employees in the event of lack of work or funds.
- 3.3 In pursuing its responsibilities, the Board of Trustees develops policies which direct the administration of the college including all matters not specifically and expressly covered by the language of this Agreement. In developing such policies, the Board of Trustees will be responsible to the public needs.

ARTICLE 4 - FEDERATION RIGHTS

- 4.1 Federation representatives shall have access to the Employer's establishment during and after working hours for the purpose of adjusting disputes, investigating work conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's work schedule.
- 4.2 Federation business at work sites shall generally be conducted on employees' non-work hours; however, reasonable time during work hours will be available for conducting Federation business as approved by Employer.
- 4.3 The Employer's mail, e-mail, telephone system, and building facilities will be made available for use within the College under Employer guidelines and regulations.
- 4.4 Statement of Rights - Nothing herein contained shall be construed to deny or restrict an employee's mandated rights under the laws of the State of Washington or under applicable laws and regulations. The rights granted the employee hereunder shall be deemed to be in addition to those legally provided.
- 4.5 The Federation will be furnished all regular and routine public information regarding the financial condition of the Employer. In addition, the Employer will grant reasonable requests for any other information that may be relevant to negotiations and the administration of this Agreement. The Employer will provide each new employee with a hard copy of the Collective Bargaining Agreement and any addenda on the Employer's internet (www.cptc.edu) or intranet (support.cptc.edu) web sites. All new employees shall be informed of the Collective Bargaining Agreement location during new employee orientation.
- 4.6 Use of Campus Facilities
The Federation and its representatives shall have the right to use Employer's buildings to transact lawful Federation business, provided that normal scheduling procedures are followed and further provided that no additional cost is incurred by the Employer.
- 4.7 Use of Internal Communication Services
The Federation is allowed to distribute communications using campus communication services provided the Employer does not incur any costs. The Federation may use employee mail slots for official communications.
- 4.8 Release Time
Appropriate Federation representatives shall suffer no loss of compensation in time or money when meeting with Employer regarding matters relating to grievances, negotiations, or committees authorized by this Agreement.

4.9 Board Minutes and Related Materials

The Federation shall be furnished with a copy of the minutes, agenda and related materials at the same time and in the same form as those furnished the public and the Board of Trustees with the exception of confidential matters related to executive session.

4.10 Right to Employer Policies and Procedures Manual

The Federation employees will be provided access to the Employer Policies and Procedures Manual located on the Employer's internet (www.cptc.edu) or intranet (support.cptc.edu) web sites. All new employees shall be informed of the Policy and Procedures location during new employee orientation.

4.11 The Federation agrees to save and hold the Employer harmless in the application of this Article.

ARTICLE 5 - FEDERATION SECURITY

5.1 Federation Security

The Employer agrees all permanent employees represented by the Federation shall have the right to organize, join and support the Federation for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Employer agrees that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Federation; his/her participation in any lawful activities of the Federation or collective negotiations with the Employer; or any grievance, complaint, or proceeding under this Agreement. Nothing in this section shall be construed to diminish the opportunity of the Employer to utilize any legal remedies available.

5.2 Representation Fee

All permanent employees of Clover Park Technical College, District No. 29, who are represented by the Federation shall, as a condition of continued employment, on or before the thirtieth (30th) day following the beginning of such employment, become a member of the Federation or pay a representation fee equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the Federation. All temporary employees of Clover Park Technical College, District No. 29, who are filling positions represented by the Federation shall, as a condition of continued employment, on or before the employee has worked 270 hours following the beginning of such employment, become a member of the Federation or pay a representation fee equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the Federation.

5.3 Non-Association

If an employee asserts a right of non-association based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member, that employee shall pay via payroll deduction to a non-religious charity or other charitable organization an amount of money equivalent to the periodic dues uniformly required as a condition of acquiring and retaining membership in the Federation. The charity shall be agreed upon by the employee and the Federation. If the employee and the Federation cannot reach agreement on the matter, PERC (Public Employment Relations Commission) shall designate the charitable organization. In the event of a disagreement arising out of a claim of non-association based on bona fide religious tenets, either the employee or the Federation may file with PERC a petition for a declaratory ruling. Upon being served with a copy of such a petition filed, the Employer shall preserve the status quo by withholding and retaining the disputed fees until PERC has ruled on the matter.

5.4 Notification

The Employer agrees to notify all applicants and new hires of the representation provision and agrees to provide information on membership and representation.

5.5 Payroll Deduction

The Employer shall, upon written authorization of the employee involved, provide payroll deduction of Federation membership dues or representation fees for all recognized employees. All employees shall, as a condition of employment, provide the Employer with a written authorization to deduct from each paycheck Federation membership dues or representation fees. Such deductions shall be remitted to the Federation treasurer within five (5) days of payroll checks being issued. The Federation will indemnify, defend, and hold the Employer harmless against any claims and any suits instituted against the Employer on account of any deductions of Federation dues or representation fees. The Federation agrees to refund to the Employer any funds paid to it in error. All membership dues and representation fees and dues shall be through payroll deduction.

ARTICLE 6 - PERSONNEL FILE

- 6.1 Only one (1) official personnel file for each employee shall be maintained by the Employer, and that file shall be located in the Employer's Office of Human Resources. No other official file shall be maintained. This shall not preclude the maintenance of supervisory working files.
- 6.2 Data/documentation to be used in an employee assessment may be kept by an employee's immediate supervisor in a working file. This file is not intended to be an ongoing file and will be purged after the employee's bi-annual assessment, except for documentation related to an ongoing investigation(s).
- 6.3 Only information contained in the employee's official personnel file shall be used for purposes of discipline.
- 6.4 Employees shall have the right to review, with a representative of the Office of Human Resources present, material in his/her official personnel file maintained in the Office of Human Resources during regular business hours except for materials that were obtained upon initial employment through assurance of confidentiality to a third party. The employee must provide the Office of Human Resources a ½ day (4 hours) notice of their intent to review his/her file to ensure a private office/conference room is available and Office of Human Resources staff member is available to observe. The employee may have a representative of the Federation accompany him or her if the employee so desires. Upon request, copies of the documents in the official personnel file shall be provided to the employee. The Employer may assess a reasonable charge for this service.
- 6.5 An employee's review of the official personnel file shall be documented and signed by the employee and a representative of the Office of Human Resources and maintained as a part of the employee's permanent file.
- 6.6 The official personnel file shall contain all assessment reports and such other material that would assist in assessing the employee.
- 6.7 Material of a negative and/or disciplinary nature will be placed in the official personnel file only after being reviewed with the employee. The employee will be requested to initial the document indicating acknowledgment of but not necessarily agreement with the material. The employee shall be entitled to submit written rebuttal within fourteen (14) days of the review and the rebuttal shall be attached to the negative and/or disciplinary document.
- 6.8 At the request of an employee and upon approval of the Vice President for Human Resources and Employee Relations, negative material in the official personnel file that is over three (3) years old may be removed. Removed documents will be stored in accordance with the Washington State Archives Records and Retention Policy.

- 6.9 Any written disciplinary action shall become a part of the employee's official personnel file.
- 6.10 Warnings issued to an employee by their supervisor, but not confirmed in writing, do not rise to the level of discipline, and may be kept in supervisor's working file during the assessment period, and shall not become a part of the employee's official personnel file.
- 6.11 It shall be the responsibility of the employee to inform the Office of Human Resources when a time limited or time sensitive item is to be removed from his/her official personnel file.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 Employees and the Employer shall make every effort to resolve concerns, disputes and complaints at the lowest level utilizing the normal channels of communication; i.e. Dean/Director/Supervisor and/or other appropriate administrators.
- 7.2 For the purpose of this Agreement, a grievance is defined as those issues in dispute between the Employer and the Federation concerning an alleged violation, interpretation or application of the specific terms of this Agreement. Such allegations shall be presented to the Employer in writing during the term of this Agreement and processed in the manner and within the time limits herein provided.
- 7.3 When two (2) or more grievances involving the same or similar alleged violation(s) have been submitted, the Employer and the Federation may agree that said grievances be consolidated.
- 7.4 Except for matters relating to the process, employee assessment and new employee probation shall not be subject to the grievance procedure.
- 7.5 It is the belief of the Employer and the Federation that grievances should be resolved in a collaborative and timely manner. In the event a grievance arises during the term of this Agreement, it shall be handled in the following manner:

Step 1: The Grievant and the Federation representative shall present a written grievance to the immediate supervisor within twenty (20) work days of the date and time of the occurrence of the event giving rise to the grievance, or within twenty (20) work days from the date and time such event should have been known or it shall be deemed waived. The written grievance shall include facts of the dispute, article(s) of the agreement alleged to have been violated, remedy sought, and shall be signed by the Grievant and Federation representative. The immediate supervisor shall provide a written response to the Grievant, President of the Federation or his/her designee, and the Vice President for Human Resources and Employee Relations within ten (10) work days after the grievance is so presented. Step 1 shall be deemed concluded upon written response served (in person, via e-mail or certified mail) to the Grievant, Federation President and/or designated representative and the Vice President for Human Resources and Employee Relations, then

Step 2: Should no settlement be reached as presented in Step 1, the written grievance shall be referred to the Vice President for Human Resources and Employee Relations within ten (10) work days of the date of the immediate supervisors response in Step 1 via written response by the Federation President and/or designee requesting an appeal of the immediate supervisors decision. Step 2 shall be deemed concluded upon written response served (in person, via e-mail

or certified mail) to the Grievant, Federation President and/or designated representative and the Vice President for Human Resources and Employee Relations within five (5) work days from receipt of Grievant's written referral.

- 7.6 If agreement has not been secured, mediation with Federal Mediation and Conciliation Services (FMCS) could be invoked upon mutual agreement of the parties within ten (10) work days after the date of the response from the Vice President for Human Resources and Employee Relations defined in Article 7.5, Step 2. Grievance mediation is an optional and voluntary part of the grievance process. When grievance mediation is invoked, the contractual time limits for moving the grievance to arbitration shall be extended by thirty (30) work days unless a different period of time is mutually agreed upon in writing. Should there be any charges, both parties will equally share the cost of the mediator.
- 7.7 Arbitration - Agreement Issues: In the event an agreement or resolution is not secured in Article 7.5, Step 2, at its sole discretion, the Federation President, and/or designee, may refer the grievance to arbitration by written notice to the College President within ten (10) work days from the date of the written decision of the Vice President for Human Resources and Employee Relations.

Only grievances which involve an alleged violation, interpretation and/or application of a specific section or provision of this Agreement shall be subject to arbitration.

If such grievance is not referred to arbitration within ten (10) work days from the conclusion of Article 7.5, Step 2, the grievance shall be considered settled on the basis of the decision issued by the Vice President for Human Resources and Employee Relations.

- A. The Federation shall refer matters subject to arbitration to FMCS or the American Arbitration Association.

Should the parties be unable to mutually agree upon an arbitrator within twenty (20) work days from the date of intent to arbitrate, the Federation will request a list of seven (7) qualified arbitrators from FMCS. The Employer and the Federation will meet to strike names within ten (10) work days of receipt of the arbitrator list. The Federation will notify the arbitrator selected by the parties of their selection within five (5) work days of selection.

The arbitrator selected will confer with the representative of the Employer and the Federation and hold hearings promptly and issue his or her decision not later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proof are submitted.

The decision of the arbitrator will be submitted to the Employer and the Federation and will be final and binding upon the parties.

- B. Jurisdiction of the arbitrator is limited to:
1. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and
 2. Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator, and such jurisdiction shall not give such arbitrator authority to supplement or modify this Agreement by reference to any industry practice or custom or the law of the industry; and
 3. The rendering of a decision or award that shall in no way modify, add to, subtract from, change or amend any terms or conditions of this Agreement or conflict with the provisions of this Agreement; and
 4. The rendering of a decision or award that is based on the Collective Bargaining Agreement in effect at the time the grievance was originally filed; and
 5. The rendering of a decision or award in writing including a statement of the issues, reasoning and grounds upon which such decision or award is based; and
 6. The rendering of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and
 7. A decision or award rendered within thirty (30) days of the date of presentation of written briefs by the parties unless waived by the parties.
- C. Upon request of either party, the merits of a grievance and the procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.
- D. An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award.
- E. The arbitrator may retain jurisdiction to such time as the award is completed.
- F. The expenses of the arbitrator and all other expenses of the arbitration proceeding, other than those incurred by each party in the presentation of its own case, shall be borne equally by the parties involved.

7.8 Time limits referred to in this Article are considered as maximums but may be waived by written mutual agreement.

- 7.9 Failure of the Employer to timely act as required in any of the procedural steps will move the grievance to the next higher step for consideration. Failure of the Federation to timely act will nullify the Federation's claim.
- 7.10 Any procedural step may be passed over in favor of action at a subsequent step, by mutual written consent of the Federation and the Employer.
- 7.11 All documents, communications and records dealing with the processing of a grievance shall be maintained in a separate file in the Office of Human Resources.
- 7.12 The Federation shall be free to exercise their rights under this article without retaliation.

ARTICLE 8 – PROBATION

8.1 Probation

New employees and current employees transferring to a new position shall serve a period of probation and the following provisions shall apply:

- A. The first ninety (90) days of employment (or up to 180 days in the event of an extension) shall be a probationary period during which an employee shall not have seniority standing. After completion of the probationary period, transferring employees shall retain their original hire date, but will establish a new seniority date for the new department. During this period, the probationary employee will receive a mid-point (approximately forty-five [45] days) evaluation by his/her immediate supervisor and an evaluation at the end of the probationary period.
- B. By mutual agreement between the Federation and the Employer, the probationary period may be extended an additional thirty (30) to ninety (90) days. The Employer may award permanent status to an employee placed on a probationary extension at any time during the extension. An employee on an extended probationary period will receive evenly spaced evaluations during the extension period along with a final evaluation.
- C. New hires shall be provided a copy of their job description that shall be used in their interim probationary evaluation process along with the evaluation instrument.
- D. The Employer and the Federation shall jointly develop the interim probationary evaluation instrument. Any changes to the evaluation instrument shall be done by mutual agreement between the Federation and the Employer.
- E. At the end of the probationary period, the supervisor and employee will begin the standard assessment process. By June 30th of that year an interim review of the work expectations, as outlined in the Classified Staff Professional Assessment document, will be conducted except when successful completion of probation falls on or after March 31 but before July 1. In this case, the interim review will be June 30th of the following year.

ARTICLE 9– ASSESSMENTS

- 9.1 Employees are expected to perform their assigned duties and responsibilities and will be assessed biannually. The instructions found in the *Classified Staff Professional Assessment* document will be followed.
- 9.2 Biannual assessments are due at the end of the assessment cycle. If an assessment is not completed within thirty (30) days from the end of the assessment cycle, a letter shall be placed in the employee's file indicating an assessment was not completed within the stated timeline. The absence of an assessment does not indicate either satisfactory or unsatisfactory job performance. A copy of the Human Resources letter to a supervisor covering past due assessment completion will be placed in the employee's file. Upon receipt of the overdue assessment, the letter will be replaced with the assessment.
- 9.3 An employee receiving an unsatisfactory annual assessment shall be placed on probationary status for ninety (90) days. The probationer will be provided a Professional Improvement Plan developed in coordination with the Office of Human Resources. The plan shall specify areas needing improvement, performance requirements, resources available, timelines and outcomes. If performance remains unsatisfactory, the employee may be subject to disciplinary action.
- 9.4 At the time of reassignment to a different position or different supervisor, the previous supervisor will complete the assessment tool and forward it to the Office of Human Resources. A new assessment tool will be developed for the new position.

ARTICLE 10 - SENIORITY/REDUCTION IN FORCE/TRANSFERS

10.1 Seniority

- A. For the purposes of this Agreement, seniority shall be defined as the length of an employee's continuous service with the Employer. The first ninety (90) days of employment (and up to 180 days in the event of an extension of the probationary period) shall be a probationary period during which time an employee shall not have seniority standing. The probationary employee's date of hire will be his/her date for computing seniority, upon the successful completion of the probationary period.
- B. An employee will lose seniority under the following conditions:
1. Discharge for cause.
 2. Voluntary termination or resignation.
 3. After eighteen (18) continuous months in the layoff pool.
 4. Greater than eighteen (18) months of consecutive unpaid leave unless extended leave is granted by the Employer.
 5. The performance of work for pay during a paid leave of absence, except with the permission of the Employer.
 6. Failure of an employee to return from a leave of absence or layoff on the designated date, unless extended leave is granted.
- C. The Office of Human Resources shall provide the Federation with a seniority list of employees within five (5) work days of receipt of such request.
- D. When two or more employees have the same hire date, the period of time an employee is on unpaid leave that does not accrue seniority (see 10.1.B.) shall be deducted when determining seniority between said employees.

10.2 Reduction in Force

When, at the discretion of the Employer, a reduction in the work force is ordered, the following procedures regarding layoff and recall shall apply:

- A. Skills, abilities and past work record may justify the retention of a less senior person if such retention is in the best interest of the Employer.
- B. When the Employer is contemplating a Reduction in Force, the Vice President for Human Resources and Employee Relations will inform the Federation President as soon as possible, providing the contemplated dollar amount to be recovered from the bargaining unit. Job positions identified as possible RIF positions will also be provided. The Federation will have ten (10) work days (exclusive of holidays) to respond to the Employer with any information for consideration.

When the Employer declares an official RIF, affected employees will receive notification of a layoff. Layoff(s) will be effective no fewer than ten (10) work days (exclusive of holidays) from the date of notification.

Payment of all earned wages and accrued vacation (up to thirty (30) days as established by State of Washington guidelines) will be paid with the final paycheck.

- C. Employees who have been laid off are eligible for recall to vacancies for a period not to exceed eighteen (18) months. Employees who have been laid off are automatically placed on a recall list by the Vice President for Human Resources and Employee Relations. Recall of laid off employees shall be by seniority and skills and abilities to perform the tasks of the available position and past work record shall be the determining factors for such recall. In cases where more than one employee has the same seniority, employee's qualifications as determined by the Employer shall be the determining factor. Prior to a recall, the Vice President for Human Resources and Employee Relations will inform the Federation President of the recall and the name of the recalled employee.
 - 1. When recalling an employee, the Employer shall contact the laid off employee via telephone and by certified mail. The laid off employee will have ten (10) work days to accept or decline the recall. In the event that the laid off employee refuses the recall offer, the employee will be removed from the recall list and forfeits their rights to recall. If the Vice President for Human Resources and Employee Relations does not receive a response from the laid off employee by 5:00 p.m. of the tenth (10th) work day, all parties (the Employee, the Employer, and the Federation) will interpret a non-response as declining the offer and forfeiture of any further rights to recall.
 - 2. In the event that the laid off employee accepts the recall, he/she will be paid at the level of the position to which they are being recalled. The step assignment will be the step closest to, but not more than, the hourly rate the employee was earning prior to being laid off.
- D. All employees reinstated within eighteen (18) months of layoff under this Article shall resume their seniority and benefits accumulated at time of layoff. Only sick leave accumulated up to the time of layoff will be restored upon return to work.
- E. The Employer may change the assignment of an employee and may reduce the hours of work down to, but not below, one-half time when a financial need requires.

10.3 Involuntary Transfers

- A. Involuntary transfers may be made at the Employer's discretion and are responsive to such circumstances as: emergency, elimination of position, financial constraints and staffing needs. Should the position be reactivated within an eighteen (18)

month period, the involuntary transferred employee shall have the first right of refusal to return to that position.

- B. Employees involuntarily transferred will be provided notice and be given consideration to be placed in a position of like classification. A separate notice will be provided to the Federation President.
- C. An employee being involuntarily transferred shall have an opportunity, at the employee's request, to discuss the involuntary transfer with the Vice President for Human Resources and Employee Relations.
- D. Employees involuntarily transferred to a lower classification, or whose position is reclassified to a lower classification which results in a lower hourly rate of pay, shall retain their current pay rate. The employee's pay rate shall remain the same until such time as the current salary range catches up. If the position is for a different number of work hours, the employee will accept those hours.
- E. In the instance an employee is placed in a lower pay level position the employee shall remain at their previous hourly rate as described in 10.3.D of this Article. Should a position of a higher pay level than the position currently held by the employee become vacant, and the employee meets the skills and abilities for that position, the employee shall be offered the first right of refusal for the higher paying position. Should the employee elect to remain in the lower paying position, their hourly rate of pay will revert to the lower level of pay for that position.

Should there be a situation where more than one individual is in a lower pay level position and all skills and abilities as described in the job description are equal, seniority shall prevail in the right to first refusal.

10.4 Position Restructuring

When a position outside of the bargaining unit is restructured in such a way as to come under the jurisdiction of the classified recognition clause, the following provisions shall apply:

- A. The newly restructured position may first be offered to the current employee (non-bargaining unit member) holding the position. In the event the current employee declines the position, the position will be filled in accordance with the provisions of Article 13.
- B. For purposes of placement on the classified salary schedule, the non-bargaining unit member shall be placed at the level of the restructured position they have accepted and at that position's hourly rate of pay closest to, but not higher than, their previous hourly rate of pay.

- C. For purposes of seniority placement, the non-bargaining unit member shall be credited with any time previously worked in a classification within the bargaining unit.

ARTICLE 11 - HOURS OF WORK/OVERTIME/HOLIDAYS/VACATIONS

- 11.1 A. Overtime - All time worked in excess of forty (40) hours per week, within the established work week, shall be paid for at the overtime rate or taken at the compensatory rate of time and one half (1 ½). The following process will be used for overtime compensation.
- The employee will obtain pre-approval for overtime work from his/her supervisor.
 - The employee will declare whether he/she wishes to receive compensatory time or overtime pay.
 - Compensatory time shall be taken with the supervisor's approval within the pay period in which the overtime was accrued. If the time is not taken during the pay period in which the overtime was accrued, the supervisor may authorize it to be taken during the next pay period but no later than 30 days after the overtime was accrued.
 - After the 31st day the employee will be paid overtime, to be included in the next paycheck.
- B. Breaks - Employees working a minimum of six (6) hours per day are entitled to a duty free lunch break of not less than thirty (30) minutes. All employees working a minimum of eight (8) hours per day shall be provided two (2) paid fifteen (15) minute break periods. Employees assigned to shifts of less than eight (8) hours shall be provided a paid break period of not less than fifteen (15) minutes for every four (4) hours of working time. Work breaks constitute paid time and may not be accumulated or carried over to shorten a work day, create days off or create vacation days, nor be transferred for use at another time. Breaks are to be used when they are scheduled.
- C. Emergency College Closure - In the event the Employer is forced to close or operate on a delayed schedule, lost work time will either be charged to the employee's vacation or personal leave, or the time will be made up through a temporarily revised work schedule approved by the employee's supervisor. If the Employer is open and the employee is unable to get to work because of hazardous conditions, the absence will be charged to the employee's vacation or personal leave or leave without pay or through a temporarily revised work schedule approved by the employee's supervisor. In the event the Governor closes state agencies, employees shall suffer no loss in pay.

11.2 Holidays

- A. The Employer shall recognize the following days as holidays:
- | | | |
|---------------------------|---------------------------|----------------------|
| 1. New Year's Day | 6. Veterans Day | 11. Labor Day |
| 2. Martin Luther King Day | 7. Thanksgiving Day | 12. Floating Holiday |
| 3. Presidents' Day | 8. Day after Thanksgiving | |
| 4. Memorial Day | 9. Christmas Eve Day | |
| 5. Independence Day | 10. Christmas Day | |

- B. Un-worked Holidays - Eligible employees shall receive pay equal to their normal work shift at their hourly rate in effect at the time the holiday occurs. To be eligible, an employee must be on the active payroll on the holiday and on the last scheduled Employer work day preceding the holiday.
- C. Worked Holidays - Employees who are required to work on the above described holidays shall be paid two and one-half (2 1/2) times their hourly rate for all hours worked on such holidays.
- D. Floating Holiday – The floating holiday must be taken within the fiscal year. The actual date taken will be mutually agreed to between the employee and their supervisor. The holiday will be lost if it is not taken by June 30th of the fiscal year.

11.3 Vacations

Employees of this bargaining unit shall be granted paid vacations based on years of continuous service calculated from their anniversary date of employment.

First Three (3) Years	Ten (10) Work Days
Beginning Fourth Year	Twenty (20) Work Days
Beginning Tenth Year	Twenty-two (22) Work Days
Beginning Twentieth Year	Twenty-five (25) Work Days

- A. Time will accrue on a monthly basis according to yearly employment status.
- B. Employees may request vacation periods. The Employer will determine when employees may take vacations and may restrict the number of employees that may be on vacation at one time.
- C. Maximum accumulation of vacation time will not exceed thirty (30) days. On July 1 of each year, an employee shall have no more than thirty (30) days of accumulated vacation. Any vacation in excess of thirty (30) days will be lost.
- D. An employee who terminates employment will be compensated for any vacation earned but not yet taken not to exceed thirty (30) days.
- E. Should an active employee have more than 240 hours at the end of the fiscal year, the employee will lose those hours in excess of 240 hours and these hours can not be cashed out except in situations where employment is terminated by death, reduction in force, resignation, dismissal or retirement per RCW 43.01.041.

ARTICLE 12 - LEAVES / BENEFITS

12.1 Bereavement

- A. Up to five (5) days of paid bereavement leave shall be granted for each occurrence of death in the employee's immediate family which will consist of Spouse, Mother/Father, Son/Daughter, Brother/Sister, Grandparents, Grandchildren, Domestic Partner as defined by the Health Care Authority, Mother/ Father In-Law, Loco Parentis. Requests for bereavement leave shall be made according to Employer procedures.
- B. Up to one (1) day of leave for bereavement will be granted for other relatives such as Uncles/Aunts, Brother/Sister In-Law, Nieces/Nephews.

When extended travel is necessary in order to attend a funeral or memorial service, authorization up to two (2) days for necessary travel may be authorized in addition to leave days provided in paragraph "1". Approval will be obtained from the Vice President for Human Resources and Employee Relations.

When an employee believes that the death of a relative warrants consideration and the relation is not listed above in A or B, the employee will provide a written request for consideration to the Vice President for Human Resources and Employee Relations.

12.2 Personal Leave

Two (2) days will be accrued annually for continuing employees. New employees hired after July 1 will accrue pro-rated days for that year. Maximum accumulation of personal leave will not exceed six (6) days. On July 1 of each year, an employee shall not have more than six (6) days of accumulated personal leave. Any leave in excess of six (6) days will be lost.

12.3 Federation Leave

Upon written request from the Federation President to the Vice President for Human Resources and Employee Relations, a paid leave of absence may be granted to no more than three (3) employee(s) within this bargaining unit for the purpose of attending local, state or national meetings. The total number of days available for such leaves shall not exceed (12) days during the fiscal year. When such leave requires employees to be absent from their assignment, the Federation will reimburse the Employer for the cost of any substitute used.

12.4 Jury Duty and Court Appearances

- A. Leave for jury duty required by law shall be at full pay. Any compensation received by an employee for jury duty will be reimbursed to the Employer by the employee.

- B. At the discretion of the Employer, leaves of absence with pay may be granted when an employee is subpoenaed to appear in a court of law. Any compensation received by an employee as witness fees will be reimbursed to the Employer by the employee.

12.5 Military Training Leave

- A. Employees shall be granted leave of absence with pay if called for military training. To receive this pay, the employee must present a copy of his/her written orders to the Employer's Human Resources Office prior to departure. The leave with pay shall be the first fifteen (15) days and any time needed in addition to this shall be accounted for as vacation time or leave without pay.
- B. Military Absences – With the exception of temporary employees, and in compliance with the Universal Military Training and Service Act, the Employer will return employees to employment, who have entered the armed forces of the United States and have satisfactorily completed their period of training and service under regulations governing said service, and: (1) are honorably discharged from such service; (2) are still qualified to perform the duties of their respective positions; (3) subsequent to the date of the Agreement, but within ninety (90) days after they are relieved of such service or from hospitalization continuing after discharge for a period of more than one (1) year, apply to the Employer in writing for re-employment, unless it is mutually agreed to extend the time between their discharge and starting to work for the Employer. All employees filling vacancies caused by the induction into the service as outlined above will recognize the seniority of those returning from service and accept such changes in jobs as are necessary as a result of such reinstatement of employees returning from such service.

12.6 Illness and Injury

- A. The Employer shall pay the maximum amount authorized and funded by the legislature toward the premium cost of state-approved medical and dental, basic life insurance, and long-term disability plans as the Washington State Health Care Authority so provides.

All employees not exempt under 41.05 RCW shall be covered under plans developed by the Health Care Authority.

- B. Sick leave will be on an accrual basis.
- C. Sick leave shall be granted in hours. Sick leave authorized for the current year and any accumulated sick leave may be taken at any time necessary during the year. In the event paid sick leave is exhausted, the employee may apply for shared leave under the Employer's existing policy. If shared leave is unavailable or not approved, the employee may request unpaid leave.

- D. Effective January 1, 2003, and in accordance with RCW 49.12.270, sick leave may be used for the employee's health, the care for a child of the employee with a health condition that requires treatment or supervision, a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. The employee may not take advance leave until it has been earned.
- E. Any absence exceeding five (5) consecutive days shall be substantiated by written statement signed by a physician and submitted to the Office of Human Resources upon return. The Vice President for Human Resources and Employee Relations, after informing the Federation President of a suspected violation, may require the employee to provide documents to substantiate illness or injury for absences of five (5) days or less.
- F. Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the employee may choose between using sick leave or workers compensation. In the event the employee chooses to use the workers compensation benefits, the Employer will pay only the difference between the workers compensation benefits and regular pay. Time charged against annual or accumulated sick leave will not include time compensated by workers compensation but only the portion of time paid by the Employer from sick leave.

12.7 Maternity/Parental Leave

- A. An employee should notify the Human Resources Office by the end of the fourth month of a pregnancy to assist the Vice President for Human Resources and Employee Relations in planning for the employee's replacement. Maternity leave shall begin at a time determined suitable by the employee and certified physician. The employee will notify Human Resources Office regarding the employee's intentions regarding the use of sick leave, personal leave, vacation leave or leave without pay.
- B. Prior to the leave commencing, the employee will indicate to the Vice President for Human Resources and Employee Relations the length of time anticipated being on leave.
- C. Maternity leave shall be in accordance with the Washington State Family Leave Act (RCW 49.78.010 through 49.78.901).
- D. Should both parents be employed by the Employer, only one parent will be granted Maternity/Parental Leave.

12.8 Family Medical Leave (FMLA)

- A. Employees shall be entitled to twelve (12) weeks of unpaid leave within a 12 month period for a serious personal illness, the birth or adoption of a child, or to care for a

spouse, domestic partner, parent or child with a serious health condition. The Family Medical Leave Act year starts on the first day of the leave.

- B. An employee shall not be required to use accrued paid leave in conjunction with FMLA leave.
- C. Upon expiration of leave, the employee will return to the same position. If the position no longer exists, the employee may be assigned to an equivalent position. If the employee refuses the job position, the Employer is released from all obligations of this Article. When an employee does not return to work at the expiration of their Family Medical Leave, and the absence was unpaid leave, the employee will be obligated to reimburse any medical benefits the Employer paid for the period the employee was on unpaid leave under the Family Medical Leave Act. The employee will return at their previous hourly rate of pay. If the position is for a different number of work days or hours per day, the employee will accept those as the days/hours used to calculate their pay.

If, for whatever reason, an employee is placed in a lower pay level position upon return from leave, the employee shall keep their pre-leave hourly rate of pay. If a position whose pay level is closer to the original pay level of the employee comes vacant, the employee has the choice of remaining in the lower position or accepting the now vacant position. If the employee chooses to remain in the original lower pay position, their hourly rate of pay will revert to the level of the lower paid position.

- D. An employee wishing to take an extended leave for birth, adoption or foster placement shall be allowed up to a maximum of twelve (12) months for that purpose. Employees on such leave shall have consideration for vacancies occurring during the leave. An employee planning a leave under this policy shall notify the Employer as soon as practical but not less than four (4) weeks prior to anticipated leave date.
- E. Article 12.8 shall not supersede any Federal FMLA or Washington State Family Leave Act rules and/or regulations nor the application of these State or Federal rules and/or regulations.

12.9 Temporary Disability Leave

- A. Employees subject to this Agreement who claim disability may request a temporary disability leave. Temporary disability leave may be granted for illness, injury, surgery or because of pregnancy or childbirth and may only be granted for the period of actual disability and shall not exceed one (1) year.
- B. Employees shall notify their immediate supervisor and the Office of Human Resources of their request for temporary disability leave. If possible, such notification shall be made at least thirty (30) days prior to the proposed starting date

of the leave. The Employer may require a doctor's certification. The Vice President for Human Resources and Employee Relations may categorize the request for temporary disability leave as being under the auspices of the Family Medical Leave Act.

- C. Expiration of the temporary disability leave shall be when the employee's attending physician confirms the ability of the person on temporary disability leave to resume the essential duties of the assigned position. The Employer may request at its own expense to have the employee obtain a second opinion.
- D. Upon expiration of temporary disability leave, the employee will return to the same position. If the position no longer exists, the employee may be assigned to an equivalent position. If the employee refuses the position, the Employer is released from all obligations of this Article.
- E. An employee on approved paid temporary disability leave will retain accrued sick leave, vacation and seniority rights. Employees granted temporary disability leave may at their option be allowed compensation for temporary disability leave in accordance with Article 12.6 - Illness and Injury.

12.10 Political Leave

An employee elected to or appointed to any State or Federal political office may request a leave of one (1) year. Request of such leave will be made for one year at a time. The President or his/her designee will determine whether such absence is in the best interest of the Employer. If one (1) year leave of absence is granted, such absence shall be leave without pay. Upon return of the employee, the Employer will make every effort to place the employee in the same position or one comparable to the position from which leave was taken. When an employee returns, the conditions as stated in Article 12.8.C. will apply.

12.11 Leave Application Rights

Application for a leave under the provision of this Agreement which is not granted shall not preclude an employee's rights to apply for another type of leave.

12.12 Employee Assistance Program

An employee assistance program will be provided. Information is available in the Human Resources Office, Payroll and Benefits Office and through the Federation.

ARTICLE 13 - JOB ANNOUNCEMENT AND RESIGNATIONS

- 13.1 All classified vacancies, determined by the Employer to be open will be posted in the Office of Human Resources and will be listed in the Employer weekly official newsletter publication and provided to the Federation as early as possible before those vacancies are posted.
- 13.2 Temporary employees may be hired to fill a vacant position for up to a maximum of 1040 hours in a fiscal year to allow the Employer time to modify, fill, or eliminate the position. Hiring a temporary employee is not intended to delay the hiring of a permanent employee.
- 13.3 The Employer will provide a monthly report to the Federation detailing hours/days worked, rate of pay and position held for all temporary employees.
- 13.4 When a position is created or reclassified, placement on the salary schedule shall be based on the job description and shall be mutually agreed to by the Federation and the Vice President for Human Resources and Employee Relations or their designees.
- 13.5 When resigning, the employee shall, if possible give the Employer at least two (2) week's notice.
- 13.6 Temporary employees may work in multiple positions throughout the year but shall not exceed 1040 hours in any one position without agreement of the Federation. The maximum number of hours may be extended through mutual agreement of the Federation and the Employer.
- 13.7 The 1040 hour rule shall apply to the position not the person.
- 13.8 Temporary employees may be used during peak workloads, as substitutes for vacation or personal holidays, illness, and other leaves as defined by the Collective Bargaining Agreement and other unusual circumstances with no expectation of continued employment.
- 13.9 The Child Care Center will be exempt from the Collective Bargaining Agreement one-thousand forty (1040) hour language. Revenue/expenses to support temporary and permanent positions shall be considered when discussing the addition of a (any) permanent classified position(s) in the Center.
- 13.10 Temporary employees shall be placed on an existing pay scale rate commensurate with the duties being performed. Pay scales for temporary employees do not need to match that of the position they are temporarily occupying.

ARTICLE 14 - DISCIPLINE-DISMISSAL

14.1 Discipline-Dismissal

- A. It is the intent of the Employer to encourage its employees to maintain the highest employment standards and to provide professional critique, criticism and discipline when these standards are not met. Discipline of an employee shall be for just cause, and shall usually be progressive in nature (see Article 14.1.B.6).
- B. It is agreed that employees have the following rights relative to discipline:
1. To have a witness and/or Federation representation present at any disciplinary interview or any interview the employee reasonably believes will be disciplinary in nature. If the employee desires to have a witness, the interview may be reasonably postponed until said witness is present; but the interview must be rescheduled within five (5) work days by the Employer and it shall be the responsibility of the employee to have his/her witness present.
 2. To know in advance the nature of any conference involving official discipline.
 3. All disciplinary actions will be made in writing.
 4. To have officially documented information that will be referred to regarding dismissal made available to the employee, upon request.
 5. To contest any evidence presented in a disciplinary dismissal proceeding.
 6. To have the Employer follow a course of progressive discipline. Discipline generally follows a sequence of four (4) steps, a verbal warning, written warning, suspension and termination. The discipline invoked depends upon the severity of the offense or threat to others. In certain cases, the principal of progressive discipline shall not apply and immediate suspension may occur. Situations of this nature might include the following violations:
 - a. Theft, including deliberate destruction, damage, or removal of the Employer's or other employee's property from Clover Park Technical Employer premises without authorization.
 - b. Intentional falsification of records required in the transaction of the Employer's business.
 - c. Being in the possession of, or reporting to work under the influence of liquor, narcotics, or drugs not prescribed for the individual.
 - d. Disorderly conduct, including fighting on Clover Park Technical College premises and/or sexual harassment.
 - e. Any other violation of clearly communicated work standards which are of such a nature as to evidence a gross disregard of the Employer's policies, procedures or general employment standards.
 7. To have the Employer follow disciplinary procedures up to and including termination in accordance with the terms of this Agreement and applicable state laws.
 8. To expect that such disciplinary issues will be kept confidential except where required by law or when the employee chooses to reveal such information.

- C. The disciplinary process shall follow the procedures and sequence as listed below.
1. The Employer will prepare a pre-disciplinary letter to the employee. The letter shall:
 - a. Describe the nature of the event, misconduct, violation, etc.
 - b. Provide any official documentation that will be referenced with regard to the discipline.
 - c. Remind the employee of Weingarten Rights
 - d. Identify a date of a meeting for the employee to explain why discipline should not be issued.
 2. The Employer shall hold a pre-disciplinary meeting with the employee. At that meeting;
 - a. The employee may or may not elect to have Federation representation at the meeting.
 - b. The employee and/or Employer are permitted to bring any witnesses that may present information relevant to the situation.
 - c. The employee may present evidence that contests the event, misconduct, violation, etc.
 3. After the pre-disciplinary meeting and review of all relevant information, the Employer issues a letter of resolution, discipline or dismissal.
 4. Should the pre-disciplinary meeting in step 2 result in a verbal warning being issued to the employee, the Employer shall provide a written summary of the meeting outlining the issue and resolution, the summary shall state the discipline is a verbal warning and the employee will be requested to sign, date and return the summary to the Human Resource Office. The original shall be filed in the employees file, a copy returned to the employee, and a copy to the employee's supervisor. Should the employee refuse to sign the meeting summary, the Employer shall so note the employees refusal to sign on the meeting summary, file the original in the employee's file, and send a copy to the employee and employee's supervisor. Refusal to sign the meeting summary does not remove the responsibility or details of the meeting summary.

14.2 Dismissal

- A. Should the Employer determine an employee should be dismissed for just cause, the Employer shall:
1. notify the employee and the Federation President the employer is contemplating dismissal of the employee, and
 2. allow the employee and Federation five (5) work days to:
 - a. review the charges;
 - b. examine the employer's evidence; and
 - c. indicate why he/she believes a dismissal is inappropriate.
- B. The above section does not preclude the Employer from removing and/or suspending the employee from the workplace in advance of the employee and Federation review.

ARTICLE 15 – STAFF DEVELOPMENT & TRAINING PROGRAM

- 15.1 The Employer and the Federation believe that training and development 1) is necessary to ensure staff have the required knowledge and skills to support Employer needs, 2) is a program that enables employees to personally and professionally grow, 3) supports staff's need for career advancement, and 4) should, through a monetary incentive, recognize those staff who are developing and/or acquiring new skills. Therefore, the training and development program will focus around three CORE areas: Core I - Behavioral Skills, Core II - Technical Skills, and CORE III – Career Growth.
- 15.2 Any forms required to document development and training are the responsibility of the employee.
- 15.3 CORE training will be collaboratively developed between the immediate supervisor and the classified employee. The training will be linked to the individual's bi-annual assessment plan. If training is denied by the immediate supervisor, that decision may be appealed to the Vice President for Human Resources and Employee Relations.
- 15.4 Upon successful completion of fifteen (15) hours by a first year employee and thirty (30) hours by all other employees other than first year employees, of pre-approved training within a fiscal year, an award or increment will be given. The award or increment can be earned once each fiscal year.
- 15.5 For the purposes of this Article and this Agreement, all increments shall be awarded on the employee's anniversary date.
- 15.6 An entire course must be completed by June 30th of that year for its hours to count towards the award or increment. A course started in one fiscal year, but not completed by June 30 of that year, shall be counted in the following fiscal year. Once hours for an award or increment are completed for a fiscal year, an employee may continue to earn and bank up to fifteen (15) hours towards the next fiscal year award or annual year's increment, with the exception of first year employees who are not permitted to bank any hours during their first twelve (12) months of employment.
- 15.7 All hours must be for pre-approved courses started after the completion of the year's award or increment. If the completed courses counted for the award or increment totaled more than thirty (30) hours, the hours in excess of thirty (30) cannot be used for banked hours. They are lost with the exception of the ten (10) hours referenced in Article 15.8. All pre-approved hours, up to the fifteen (15) hours maximum, for new courses completed after receiving the award or increment and before June 30th can be banked, except in the case of the first year employee who may not bank hours during his/her first twelve (12) months of employment.

- A. If an employee, other than a first year employee, is not at the highest step of his/her pay level, he/she will be eligible for an increment upon successful completion of thirty (30) hours of training. The increment will be given in accordance with Article 18.2. Only one increment can be earned annually.
 - B. If an employee, other than a first year employee, is at the highest step of his/her pay level, he/she will receive a monetary award of \$1,000 upon successful completion of thirty (30) hours training. The award will be paid (less mandatory Federal and State deductions) in the paycheck following verification of training being completed. Only one award can be earned annually. It will not be made a part of the base salary.
- 15.8 At no point will an employee be allowed to earn or bank more than fifteen (15) hours towards the next fiscal year award or annual years' increment. However, should an employee need hours to meet their thirty (30) hours for the current year and the employee takes a class that exceeds the required number of hours needed to meet the thirty (30) hour total, the employee may bank the excess hours up to a maximum of ten (10) towards the next fiscal year. These ten (10) hours will be included as part of the fifteen (15) hour maximum.
- 15.9 Some involvement in activities may qualify for training hours. For example, conducting a training workshop, participating in a Employer team that is to produce a program, system, or product. In these cases, not more than twenty (20) hours will be granted. This excludes any activity that is a meeting a member must attend. For example, department/division meetings, association meetings, consortium meeting, etc., unless these types of meetings have break away session training. The Vice President of Human Resources and Employee Relations will have responsibility to determine applicability of activity for award. If hours earned through activity involvement are paid hours, either as work hours without leave being taken or as stipend paid hours, they cannot be counted towards the award.
- 15.10 The Employer's staff training and development definitions of CORE I, II, and III training will be the guide to ascertain appropriate training. Pre-approved regular and elective courses through CPTC and courses or training obtained through outside vendors or education/training providers shall be eligible for credit within the CORE areas. Entire courses or training must be completed for the hours to count toward the award.
- 15.11 When class start times for approved courses begin prior to the end of the employee's scheduled work day, one-half (1/2) hours of work time shall be waived on class days to enable the employee to attend class. If that time is to count towards the award, the employee must take a category of approved leave.
- 15.12 The intent of the award for training and development is to recognize training and development that has been taken outside the classified employee's normal work hours.

However, in the event mandatory training is only available after regularly scheduled work hours or days, the employee and supervisor will collaborate as to the best time and method to complete the required training.

ARTICLE 16 - PAY PRACTICES

16.1 Pay Practices

- A. Salaries will be paid on a lagged semi-monthly basis on official twice a month pay dates established by the Office of Fiscal Management, State of Washington. Generally, the first pay period from the 1st of the month through the 15th of the month will be paid on or about the 25th of the month. The second pay period from the 16th of the month through the last day of the month will be paid on or about the 10th of the following month.
- B. Final pay and all additional pay resulting from separation (including vacation leave and/or sick leave pay-out) will be paid or distributed with the earnings of the final period worked.

16.2 Deductions and Deposits

Automatic payroll deductions and automatic payroll deposits are available to the following:

- A. Any banks or credit unions affiliated with the Northwest Automated Clearing House Association.
- B. The Employer will allow employees wishing to make voluntary contributions to state approved 403B plans (Tax Sheltered Annuities) to have those funds deducted from their paychecks and remitted to the agency that handles those plans; provided an authorization agreement for 26 USC Sec 403(B) Tax Shelter Contract is on file for each plan.

In the event of a change in the amount of deduction or deposit, notice will be provided to the Payroll Office by the employee by the tenth (10th) of the month in which the change is to occur.

ARTICLE 17 - JOB DESCRIPTION/RECLASSIFICATION/PROMOTIONS

17.1 Job Description

- A. Job descriptions for all positions in this bargaining unit shall be maintained in the Office of Human Resources. The employee shall be given a current job description when first assigned to a position and provided a revised job description as changes are made. Circumstances for updating job descriptions include:
- Vacancy
 - Assessment (the assessment shows a change in duties and responsibilities)
 - Reclassification
 - Reorganization (restructure)
 - Changes in job duties or assignments
- B. Within twenty (20) work days of beginning work in a new position, the employee and his/her immediate supervisor shall meet and review the approved job description for the position, along with the evaluation criteria.
- C. All work performed and duties assigned shall be job related and in conformance with the job description.
- D. A copy of all new and revised job descriptions will be given to the Federation.

17.2 Reclassification Request

- A. Requests for reclassification will be submitted by the employee in writing to their immediate supervisor with a copy of the request to the Vice President for Human Resource and Employee Relations. The request will include a clear statement of the reason for the request, and any documentation available to support the request. Documentation will include a copy of the existing job description and a comparison of the job description and the actual work being performed by the employee.
- B. The immediate supervisor will have ten (10) work days to review and discuss the request with the employee, and forward the original request and findings from the review with the employee to the Division Head or Vice President of the department. Within two (2) work days of receipt, the Vice President for Human Resources and Employee Relations shall forward a copy of all generated paperwork to the Federation President.
- C. The Division Head or Vice President of the department will have ten (10) work days to review the request and make recommendations to the Vice President for Human Resources and Employee Relations. Copies of all generated paperwork will be included with the recommendation. Concurrent with the Division Head or

Vice President of the department's review, the Federation shall have the same 10 work days to review and respond to the Vice President for Human Resources and Employee Relations with input for consideration before the final disposition of the request is issued.

- D. Within twenty (20) work days, the Vice President for Human Resources and Employee Relations shall provide written notification to the Federation stating approval or denial of the reclassification request and an explanation for the decision. Should the Vice President for Human Resources and Employee Relations elect to conduct a desk audit, the timeline for response to the Federation shall be extended to 30 work days.
1. If it is determined that a position is to be reassigned on the salary schedule, Article 13.4 will be followed for salary placement.
 2. If the position is reclassified to a lower salary level, the employee will be placed at the level's salary step closest to but not greater than their step before reclassification. The effective date will be the effective date of the reclassification.
 3. If the position is reclassified to a higher salary level, the effective date of the salary increase shall be retroactive to the date the reclassification request is filed with the supervisor and Vice President for Human Resources and Employee Relations.
- E. Should the request for the reclassification be denied by the Vice President for Human Resources and Employee Relations, the employee may appeal the decision in writing to the President of the College, within 10 work days of the date of the written decision by the Vice President for Human Resources and Employee Relations. The employee shall provide a copy of the written appeal to the Vice President for Human Resources and Employee Relations and the Federation President.
- F. The President of the College shall review and offer a written decision on the appeal within 10 work days of the date of the appeal. The written response shall be issued to the employee with a copy to the Vice President for Human Resources and Employee Relations and a copy to the Federation President.
- G. Should the reclassification request be denied, and the decision is appealed and the decision is overturned in favor of reclassification to a higher level, the effective date of the salary increase shall be the date the appeal was filed with the President of the College.

17.3 Promotions

- A. A period of ninety (90) days shall be established as a probationary period for all promotions. Seniority will continue to accrue. During this period, the probationary employee will receive a 45 day (mid-point) evaluation by his/her immediate supervisor and an evaluation at the end of the probationary period. The probationary period may be extended an additional 30 to 90 days. An employee receiving a promotion and placed on an extended probationary period shall receive evenly spaced evaluations during the extension period and an evaluation at the end of the probationary period.

- B. At the end of ninety (90) days (or extended probationary period), the employee and their immediate supervisor will review the work expectations and begin developing the assessment tool. By June 30th of that year an interim review of the work expectations, as outlined in the Classified Staff Professional Assessment document, will be conducted except when successful completion of probation falls on or after March 31 but before July 1. In this case, the interim review will be June 30th of the following year.

ARTICLE 18 - WAGE SCHEDULE

- 18.1 It is the intent of the Employer and the Federation to comply with the limitations imposed by the Legislature and the Washington State Appropriations Act. The Employer will pass through to the bargaining unit the amount or percentage furnished by the state (COLA). No provisions of this Agreement shall be interpreted or applied so as to place the Employer out of compliance with the salary limitations imposed by state law. COLA's as a percentage will be applied evenly across the salary schedule.
- 18.2 Increments shall be earned on the employee's anniversary date unless prohibited by the Legislature.
- 18.3 Initial placement of new employees on the classified employee salary schedule will be no higher than Step 3. Any assignment of a new employee beyond Step 3 will be done only upon mutual agreement between the Federation and the Vice President for Human Resources and Employee Relations.
- 18.4 If the employee's placement on the 1999-2000 salary schedule resulted in the placement above Step 6, their hourly rate will only be increased by 1% of any Legislative approved COLA until the actual salary schedule step increase catches up to their current hourly rate. The 1% increase will occur each year the Legislature approves a COLA. At the time the highest step on the salary schedule catches up, the employee resumes receiving the full percentage of the Legislative approved COLA.
- 18.5 The salary schedule included as Appendix A will be updated periodically to reflect both changes in position titles or movement and hourly rate changes due to Legislative COLAs.

**ARTICLE 19 - MATTERS COVERED IN COMPLETE AGREEMENT
AND CONFORMITY TO LAW**

- 19.1 This Agreement contains the full and complete Agreement on all bargained issues between the parties, and except as required in Section 19.2 of this Article or as mandated by the Public Employment Relations Commission, neither party shall be required during the term of the Agreement to bargain additional issues unless mutually agreed otherwise.
- 19.2 Both parties believe that all provisions of this Agreement are lawful. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, and if there is no timely appeal or the appeal process is exhausted, the parties shall commence negotiations within thirty (30) days on a replacement for such provision or application. All other provisions or applications of the Agreement shall continue in full force and effect.

ARTICLE 20 - LIABILITY COVERAGE AND LEGAL PROTECTION

Consistent with the Tort Claims Act, Chapter 4.92 RCW, defense and indemnification of all state officers and employees whose good faith performance of their official duties gives rise to a liability claim, RCW 4.92.060 provides for defense.

ARTICLE 21 - PARKING

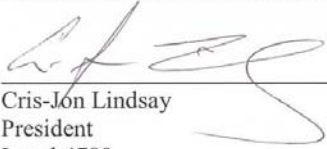
- 21.1 Clover Park Technical College (CPTC) is currently charging all faculty, staff, and students a parking fee. The Clover Park Federation of Classified Employees, Local 4789 shall pay the same rate as faculty, staff and students. This fee may be paid on a quarterly or annual basis. The employee may elect to pay directly to the Employer cashier or have this amount automatically deducted from their payroll check each quarter or one time per year. Should the fee structure change, any new rates and fee structures shall be handled through a Labor/Management meeting and will be memorialized in the form of a Memorandum of Understanding.
- 21.2 Effective July 1, 2006, the only option for automatic payroll deduction will be on a 'per pay period' basis.

ARTICLE 22 - DURATION AND STOPPAGE

- 22.1 This Agreement constitutes the entire negotiated Agreement between the Employer and the Federation and supersedes any previous Agreements, rules, regulations, policies or understandings, whether oral or written, between the parties.
- 22.2 This Agreement shall be effective the 1st day of July, 2005, except for those provisions of the Agreement which may have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including the 30th day of June, 2008.
- 22.3 The Employer and the Federation agree that no extension of this Agreement shall be effected orally, but shall only be done in writing. During the term specified, this Agreement may be altered, added to, or deleted from, only through the voluntary, mutual consent of the parties.
- 22.4 The Employer and the Federation agree that disputes which may arise between them shall be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all of its employees during the term of this Agreement, and the Federation agrees on behalf of itself and its membership that there shall be no strike, no slowdowns, and no sickouts during the term of this Agreement.

IN WITNESS WHEREOF, the Employer and the Federation have executed this Agreement
this 29th day of August, 2006.

**CLOVER PARK FEDERATION OF
CLASSIFIED EMPLOYEES LOCAL 4789**

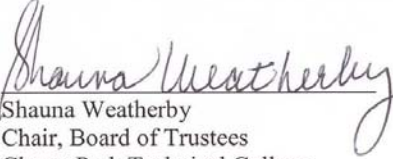


Cris-Jon Lindsay
President
Local 4789




Vicki Buford
Negotiation Chairperson
Local 4789


CLOVER PARK TECHNICAL COLLEGE



Shauna Weatherby
Chair, Board of Trustees
Clover Park Technical College

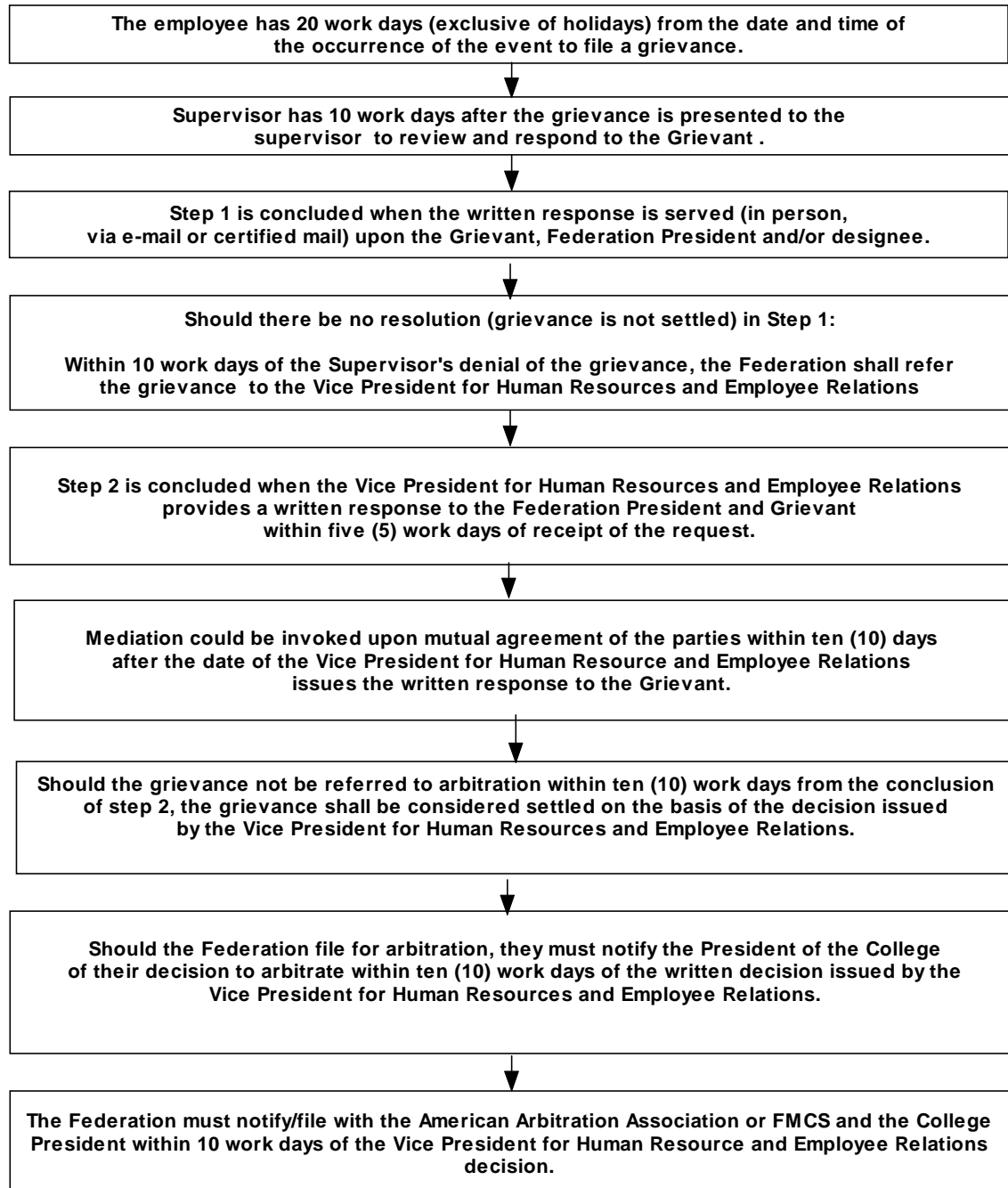


Dr. Sharon McGavick
President
Clover Park Technical College



Fred Schuneman
Vice President for Human Resources
And Employee Relations
Clover Park Technical College

ARTICLE 7 - GRIEVANCE PROCESS FLOWCHART



ARTICLE 17 - RECLASSIFICATION PROCESS FLOWCHART

Employee submits reclassification request with clear statement of reason for the request and any documentation to support the request to supervisor and a copy to Vice President for Human Resources and Employee Relations



Supervisor has 10 work days to review and establish a meeting with employee and forward recommendations to Department Vice President with a copy of these findings to the Vice President of Human Resources and Employee Relations.

Within 2 days of receipt of recommendation and supporting materials, the Vice President for Human Resources and Employee Relations will forward to Federation President.



The Department Vice President has 10 work days to review the request and make recommendations to the Vice President for Human Resources and Employee Relations.

CONCURRENT to Department Vice President 10 day review efforts:

The Federation shall have 10 work days to review and respond to the Vice President for Human Resources and Employee Relations with input for consideration before the final disposition is made.



Within 20 work days, the Vice President for Human Resources and Employee Relations, may conduct a desk audit and provide written notification to the Federation providing approval or denial and an explanation for that decision. Should a desk audit occur, the timeline shall be extended to 30 work days to respond.