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AGREEMENT

SEATTLE COLLEGE DISTRICT VI

BOARD OF TRUSTEES

and

AFT SEATTLE PROFESSIONAL STAFF

LOCAL 6550

AFT/AFT WA/AFL-CIO

July 1, 2018 – June 30, 2021

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1 **PREAMBLE**

2 This AGREEMENT is by and between the BOARD OF TRUSTEES OF SEATTLE COLLEGE DISTRICT VI and
3 AFT SEATTLE PROFESSIONAL STAFF, Local 6550, AFT/AFT WA/AFL-CIO. The term "District" used herein
4 after shall mean the Seattle College District or its lawfully delegated representative. The term "AFT-SPS"
5 shall mean American Federation of Teachers - Seattle Professional Staff Union.

6
7 **ARTICLE 1 – RECOGNITION OF BARGAINING AGENT**

8 **Section 1.1 – Recognition:** The District recognizes AFT-SPS as the sole and exclusive bargaining agent
9 for professional staff employees of Seattle Colleges District VI as referenced by RCW 41.56.021.

10
11 **ARTICLE 2 – UNION RIGHTS**

12 **Section 2.1 – Agency Shop:** All professional staff, full-time and part-time, shall, as a condition of
13 continued employment, on or after the thirtieth (30th) day after the beginning of said employment,
14 become members of the AFT-SPS or pay a representation fee equal to the periodic dues uniformly
15 required as a condition of acquiring or retaining membership in the AFT-SPS. This fee shall be to
16 reimburse the AFT-SPS for the expense of representing members of the bargaining unit. The District
17 shall provide payroll deduction of such fees or dues and, upon written authorization as allowed by
18 current law, contributions to political action committees. Such deductions shall be remitted to the
19 authorized AFT-SPS representative within seven (7) calendar days of the issuance of payroll checks.

20 If a professional staff member asserts a right of non-association based on bona fide religious tenets or
21 teachings of a church or religious body of which he or she is a member, that professional staff member
22 shall pay to an agreed upon non-religious charity or other charitable organization an amount of money
23 equivalent to the periodic dues uniformly required as a condition of acquiring or retaining membership
24 in the AFT-SPS, in accordance with statute.

25 **Section 2.2 – Monthly Member Roster:** The District shall provide the AFT-SPS President with a
26 monthly roster of the names, supervisor, available updated home addresses, phone numbers, dates of
27 hire, and titles of all professional staff employees.

28 **Section 2.3 – Requests for Information:** The District shall furnish to AFT-SPS, upon request any and
29 all information relevant to the request from representative of professional staff employees. Requests
30 shall normally be acknowledged within ten (10) calendar days and the information provided as soon as
31 practical thereafter, consistent with the nature of the material requested. The acknowledgement will
32 either include the expected date on which the information will be provided or reasons why the District
33 cannot comply with the AFT-SPS's request. Such information will be provided at no cost to the other
34 party. Where a party believes an information request involves unusual cost or is unduly burdensome,
35 the AFT- SPS and the District will promptly meet to discuss the request, and may enter into agreements
36 to modify the request or share the costs in producing the information.

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

1 **Section 2.4 – Union Representatives:**

2 **Section 2.4.1 - List of Representatives:** The AFT-SPS will provide the District with a written list
3 of the names of each current union representative.

4 The Union will maintain the list. The District will not recognize an employee as a union
5 representative if their name does not appear on the list.

6
7 **Section 2.4.2 - Paid Release Time:** Union representatives will be granted a reasonable amount
8 of time during their normal working hours to address contractual issues without loss of pay.

9
10 **Section 2.5 – Use of Bulletin Boards and Facilities:** The AFT-SPS shall have the right to use
11 reasonable bulletin board space at each of the campuses which will be designated by the college or
12 campus. The AFT-SPS shall have the right to use District facilities including rooms for AFT-SPS meeting
13 purposes provided that such usage does not interfere with the regular activities of the District. Any
14 increased costs associated with the use of District facilities will be borne by the AFT-SPS. Such costs will
15 be estimated prior to the use of facilities.

16 **Section 2.6 – Use of District Mailbox:** The District shall furnish an AFT-SPS designated mailbox at
17 each college.

18 **Section 2.7 – Use of District Computer & E-Mail Systems:** The AFT-SPS and its members will be
19 permitted reasonable use of District computer equipment and email for purposes of meeting
20 announcements and/or contract related issues. Communications using state equipment should not be
21 considered confidential. With notice to AFT-SPS, the District may refuse to continue this practice due to
22 substantiated violation of ethical practices.

23 **Section 2.8 – AFT-SPS Meetings:** Employees shall be released to attend AFT-SPS meetings so long as
24 such meetings do not interfere with the employees’ regular work responsibilities. Employees from
25 across the District shall be allowed to participate in person or via distance learning technologies if
26 available at no additional cost to the District.

27 **Section 2.9 – Board of Trustees Representation:** An AFT-SPS representative shall be recognized by
28 the Board at all open Board meetings and may request items to be entered into the agenda. The AFT-
29 SPS representative shall be furnished agendas, minutes, and study materials mailed to the public.

30

31 **ARTICLE 3 – DISTRICT / AFT-SPS RELATIONS**

32 **Section 3.1 – Agreement Management Committee:** An Agreement Management Committee
33 (AMC) shall be formed for the purposes of reviewing the administration of this Agreement and/or of
34 Board policies affecting the AFT-SPS employees’ working conditions and attempting to resolve problems
35 that may arise.

36 The AMC will meet quarterly on mutually agreeable dates provided agenda items are proposed.
37 Additional meetings will be scheduled on an as-needed basis. These meetings are not intended to

1 bypass the grievance procedure and shall not constitute an invitation to renegotiate the provisions of
2 this Agreement.

3 **Section 3.2 – AMC Meetings:** The participation by AFT-SPS employees on the AMC shall not interfere
4 with the individual’s work responsibilities.

5 **Section 3.3 – Notice of Change:** Prior to any significant change in working conditions or other terms
6 of employment, the AFT-SPS will be provided thirty (30) calendar days' advance notice. Less than thirty
7 (30) calendar days, but as many as practical, may be given in emergency situations. A “significant
8 change” is one that rises to the level of being subject to a demand to bargain either for content or
9 impact.

10

11 **ARTICLE 4 – MANAGEMENT RIGHTS**

12 **Section 4.1 – Scope of Management Rights:** At its sole discretion, subject to the terms and
13 conditions of this agreement, the District retains all rights and duties of management which will include,
14 but not be limited to, the right to hire, assign work and job responsibilities, evaluate, correct and/or
15 discipline work performance of all its employees; to evaluate the performance of its programs and
16 operations, and to determine when and where facilities and operational resources will be located and
17 maintained in part or in whole—including the size and structure of its workforce and all operations in
18 support of its mission.

19

20 **ARTICLE 5 – GRIEVANCE PROCEDURE**

21 **Section 5.1 – Definition of Grievance:** A grievance is a complaint concerning any condition, action,
22 or lack of action on the part of the District that the AFT-SPS believes to be a violation, misinterpretation,
23 or misapplication of this Agreement or statute. All grievances shall be raised at the lowest level where
24 settlement of the issue(s) can be made and shall be processed in a timely manner.

25 **Section 5.2 – Grievance Consolidation:** When two or more grievances involving the same alleged
26 violation have been submitted, the District and the AFT-SPS may agree to consolidate them for
27 processing.

28 Any employee or employee(s) who believe(s) a violation of this contract has occurred, or the AFT-SPS
29 on behalf of an employee or a group of employees shall attempt to informally resolve all differences and
30 questions relative to this Agreement. If agreement cannot be reached, a grievance may be filed by the
31 AFT-SPS. The District shall give the AFT-SPS the opportunity to be present at such discussions to make
32 the views of the AFT-SPS known.

33 **Section 5.3 – Informal Resolution of Differences:** Any employee or employee(s) who believe(s) a
34 violation of this contract has occurred, or the AFT-SPS on behalf of an employee or a group of
35 employees shall attempt to informally resolve all differences and questions relative to this Agreement.
36 If agreement cannot be reached, a grievance may be filed by the AFT-SPS. The District shall give the
37 AFT-SPS the opportunity to be present at such discussions to make the views of the AFT-SPS known

1 **Section 5.4 – Time Lines:** To be timely, a grievance must be filed in writing not more than thirty (30)
2 calendar days after the employee’s or AFT-SPS’s cognizance of the facts upon which the grievance is
3 based. All grievance meetings shall be held during the employee's working hours. Following the initial
4 filing of a grievance, the timelines herein may be extended in writing by mutual agreement.

5 **Section 5.4.1 - Union Responsibility:** In the event AFT-SPS fails to move a grievance to the next
6 step, the grievance shall be deemed settled and closed on the basis of the District’s last answer
7 unless both parties mutually agree to extend time limits.

8 **Section 5.4.2 - District Responsibility:** In the event the District fails to respond within the
9 timelines, the grievance shall automatically move to the next step, excluding mediation or
10 arbitration.

11 **Section 5.4.3 - Bypassing Steps:** Steps of this procedure may be bypassed with mutual consent
12 of the District and AFT-SPS. A copy of the written grievance will be supplied to the HR Director
13 and the immediate supervisor.

14 **Section 5.5 – Formal Grievance Steps:**

15 ***Step 1 – Supervising Administrator or Designee:***

16 The grievance shall be committed to writing, dated, and signed by the grievant(s) and the AFT-SPS
17 representative unless filed on behalf of the bargaining unit. The written grievance shall state the facts
18 upon which it is based, the applicable provision(s) of this Agreement, and the remedy sought. The
19 administrator shall acknowledge receipt of the grievance. The administrator shall discuss the matter
20 with the employee and the AFT-SPS representative. Within twenty (20) calendar days of the receipt of
21 the written grievance, the administrator shall respond in writing to the employee and the AFT-SPS
22 representative. The AFT-SPS representative shall acknowledge service of the response. If the response
23 does not grant the remedy requested, the administrator shall include an explanation.

24 ***Step 2 – Vice President’s Review:***

25 The AFT-SPS, in its sole discretion, may forward the grievance to the Vice President or designee of the
26 supervising administrator within fifteen (15) calendar days if not satisfied with the Step 1 response.
27 Within fifteen (15) calendar days, the Vice President shall meet with the AFT-SPS representative and the
28 grievant(s) and respond. In the event the supervising administrator is a Vice President, the matter may
29 be submitted directly to the President or designee.

30 ***Step 3 – President’s Review:***

31 If the AFT-SPS is not satisfied with the response of the Vice President or designee, the AFT-SPS may elect
32 to present the matter in writing within fifteen (15) calendar days to the President (or designee). All
33 evidence, arguments or reasons pertaining to the employee's grievance must be presented during the
34 grievance process in order to be included as part of any subsequent hearing. The President (or designee)
35 shall meet with the employee and the AFT-SPS representative within fifteen (15) calendar days of the
36 request. The President shall have fifteen (15) calendar days from the time of the meeting to issue a
37 written response.

38

1 **Step 4 – Mediation (Optional):**

2 Prior to moving to arbitration (Step 5), the parties may jointly request mediation by the Public
3 Employment Relations Commission (PERC) within fifteen (15) calendar days from the date of the
4 President's response. Any grievance not resolved in mediation may be submitted by AFT-SPS to
5 arbitration within fifteen (15) calendar days from the date the mediator declares an impasse. In the
6 event mediation fails to reach agreement on the issue before the parties, any offers of settlement made
7 during the mediation process shall be considered null and void.

8 **Step 5 – Arbitration:**

9 The AFT-SPS may, within fifteen (15) calendar days following the written response of the President (or
10 President's designee) or mediator's declaration of impasse, notify the District of its intent to arbitrate
11 the grievance. AFT-SPS shall request a list of at least seven (7) arbitrators, in the Northwest, to be
12 provided by PERC to the parties. The parties shall attempt to designate a mutually agreeable arbitrator.
13 If unable to do so, within fifteen (15) calendar days of receipt of that list, the parties shall flip a standard
14 issue US quarter to determine who shall strike the first name; thereafter each will alternate striking one
15 of the names until one name remains. The person whose name remains shall be selected as the
16 arbitrator.

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

20 a) The arbitrator shall adjudicate only issues that arise under the express terms and conditions
21 of this Agreement.

22 b) The arbitrator shall not have authority to extend interpretations to matters other than those
23 applicable to the particular issue(s) in the grievance.

24 c) The arbitrator's decision and award shall not grant relief extending beyond a make-whole
25 remedy.

26 d) The arbitrator's decision and award shall include a statement of the issue(s), the remedy (if
27 any), and the reasoning and grounds upon which the decision is based, and shall be rendered
28 within thirty (30) days of the arbitration or the date written briefs are received or as agreed
29 between the arbitrator and the parties.

30 e) The arbitrator's decision and award shall be based on the evidence and matters presented to
31 the arbitrator during the hearing, and written briefs, if submitted.

32 f) The arbitrator will retain jurisdiction until such time as the award is completed.

33 g) The arbitrator shall not have the authority to remand an issue back to the parties for
34 negotiations.

35 h) The arbitrator may require/subpoena any person to attend as a witness and to bring with him
36 or her any book, record, document, or other evidence. The fees for such attendance shall be
37 paid by the party requesting issuance of the subpoena and shall be the same as the fees of
38 witnesses in the superior court. Arbitrators may administer oaths. Subpoenas shall be issued

1 and signed by the arbitrator and shall be served in the same manner as subpoenas to testify
2 before a court of record in this state.

3 i) The arbitrator may, at the request of a party for good cause shown, order examination by
4 deposition of witness(es) where such discovery is relevant and appropriate. Fees and/or
5 expenses for depositions shall be paid by the party making such request.

6 j) The fees and expenses of the arbitrator shall be borne equally by the parties.

7 **Section 5.6 – Alternate Arbitration Procedure:** Should the parties mutually agree to an alternative
8 arbitration procedure, the matter will be referred to a PERC Labor Relations Adjudicator/Mediator
9 appointed by the Executive Director pursuant to RCW 41.56.125 who shall serve as arbitrator. A copy of
10 the contract the grievance was filed under and any documentation that is part of the grievance history
11 shall be provided to the arbitrator along with the written statements of the parties’ positions in advance
12 of the hearing. The parties will meet as expeditiously as possible.

13 Present at the hearing will be an AFT-SPS representative and the grievant(s), and up to two
14 administrators appointed by the President or designee. Each party may present a limited number of
15 witnesses. The parties will present oral arguments and will be allowed brief rebuttals. The arbitrator is
16 encouraged to question any participant at the hearing or call for additional information, as he/she
17 deems necessary. Following such hearing, the arbitrator will render an immediate oral decision,
18 followed by a written summary judgment. The decision of the arbitrator will be final and binding on all
19 parties. There will be no recordings, transcription or other records kept of such hearings.

20 **Section 5.7 – Hearings:** All hearings shall be conducted during normal working hours at a time and
21 place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
22 Employees directly participating in such hearings shall be granted released time. Each party shall bear
23 the expenses of presenting his or her case.

24 **Section 5.8 – Protection of Participants in Procedure:** Individuals involved in the grievance
25 procedure shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of
26 any legal participation in the grievance procedure. Any grievance pending arbitration shall in no way be
27 prejudiced by the termination of the grievant(s).

28 **Section 5.9 – Retroactivity:** Any adjustment, judgment, or settlement awarded as a result of a
29 grievance, where applicable, may be retroactive to the date of the violation.

30
31 **ARTICLE 6 – CLOSURES AND SUSPENDED OPERATIONS**

32 **Section 6.1 – Notice:** When the District determines that operations of all or part of the institution
33 shall be suspended, the following shall be applicable to employees:

34 a) Suspension occurring prior to the start of the work day will be broadcast to employees by
35 media serving the community, and by District and campus internal channels.

36 b) For suspensions occurring during the work day, employees will be notified via the campus
37 alert systems.

1 **Section 6.2 – Partial-Day Emergency or Designated Closure:** In the event of a partial-day closure,
2 employees may be required to return to work.

3 **Section 6.3 – Suspended Operations:** Employees relieved from their regular work assignment due to
4 suspended operations will not be required to make up time missed as a result of closures in those
5 instances where classes are cancelled.

6 **Section 6.4 – Essential Employees:** The District may designate essential employees who may be
7 required to work remotely or on site during a period of suspended operation. Other employees may be
8 notified of their need to work during suspended operations, dependent on operational needs.

9

10 **ARTICLE 7 – HOLIDAYS**

11 **Section 7.1 – Recognized Holidays:** The Seattle College District shall observe the following paid
12 holidays:

- 13 New Year's Day
- 14 Martin Luther King, Jr. Day
- 15 Presidents' Day
- 16 Memorial Day
- 17 Independence Day
- 18 Labor Day
- 19 Thanksgiving Day
- 20 Native American Heritage Day
- 21 Christmas Eve
- 22 Christmas Day
- 23 Personal Day

24

25 **Section 7.2 – Holiday Pay Eligibility:** An employee will receive pay equivalent to the employee's
26 work shift on the holiday. When a holiday falls on an employee's regularly scheduled day off, he/she
27 shall receive a day in lieu of the holiday.

28

29 **ARTICLE 8 – VACATION LEAVE**

30 **Section 8.1 – Accrual:** Employees are entitled to annual leave that accrues at a rate of two (2) - eight
31 (8) hour days per calendar month of completed service. As of December 31st of any year, exempt
32 employees' leave balances should be at or below 352 hours. Hours above 352 as of December 31st will
33 be extinguished.

34 **Section 8.1.1 – Hired Before Mid-Month:** New employees hired before the 16th of a month
35 receive credit for the entire month.

36 **Section 8.1.2 – Hired After Mid-Month:** If hired on the 16th or later, the employee's leave
37 accrual will start on the first of the following month.

1 **Section 8.2 – Accrual During Leave Without Pay:** Employees on Leave Without Pay (LWOP) more
2 than ten (10) work days in any calendar month shall not accrue vacation for that month.

3 **Section 8.3 – Scheduling of Vacation:** The employing unit supervisor shall schedule vacation leave at
4 a time most convenient to the work of the unit. Leave will be scheduled in accordance with the wishes
5 of the employee in any amount up to the total of the earned leave credits when possible. Before leave is
6 taken, the employee shall obtain written approval from his or her supervisor.

7 **Section 8.3.1 – Leave Balance Reporting:** Employees' leave balances will be available online via
8 the employer's Time Leave Reporting (TLR) tool.

9 **Section 8.4 – Part-time Employees:** Employees working less than full-time but at least 50% of full-
10 time schedules for more than six (6) months shall accrue vacation leave credit on the same pro-rata
11 basis that their position bears to a full-time employee.

12 **Section 8.5 – Temporary Employees:** Upon hire, employees who are working at a minimum 50% for
13 more than six (6) consecutive months shall accrue vacation of a proportional basis to a full time
14 schedule.

15

16 **ARTICLE 9 – SICK LEAVE / LEAVES OF ABSENCE**

17 **Section 9.1 – Accrual:** A full-time employee shall accrue one (1) - eight (8) hour day of sick leave credit
18 for each month of completed professional service.

19 **Section 9.1.1 – Part-time Employees:** Part-time employees shall accrue sick leave on the same
20 pro-rata basis that their appointment bears to a full-time schedule.

21 **Section 9.1.2 – During Leave Without Pay (LWOP):** Sick leave credits shall not accrue during
22 leave without pay when it exceeds ten (10) work days in any calendar month.

23 **Section 9.2 – Sick Leave Usage:** Employees shall be allowed to access sick leave because of illness,
24 disability, or injury of the employee or to care for a member of their immediate family. Sick leave may
25 also be granted for condolence or bereavement where the employee has exhausted paid bereavement
26 leave. Immediate family is defined as the employee's parent, spouse, domestic partner or child
27 (biological, adopted, foster, step, and those of whom employee stand in loco parentis).

28 **Section 9.3 – Sick Leave Reporting:** Employees should report illness or disability to their immediate
29 supervisor at the beginning of any period of sick leave and daily thereafter unless prearranged.

30 Sick leave will be reported on the approved form.

31 **Section 9.4 – Sick Leave While on Vacation:** An employee shall have the appropriate time of
32 vacation leave restored to his/her credit if he/she becomes eligible for sick leave while on vacation
33 leave. The employee shall submit a request for change in leave status to his or her supervisor within two
34 days upon returning to work.

35

1 **Section 9.5 – Parental Leave:** Parental leave shall be granted because of the birth of a child to the
2 employee and in order to provide care or because of the placement of a child with the employee for
3 adoption or foster care. Notice of such leave should be given to the supervisor as much in advance as
4 possible.

5
6 **Section 9.5.1 – Months of Parental Leave Allowed:** Parental leave shall not total more than six
7 (6) consecutive calendar months, including any portion covered by Family Medical Leave
8 (FMLA), unless additional time is granted by the District.

9
10 **Section 9.5.2 – Leave Combination:** Parental leave may be a combination of accrued paid leave
11 and/or leave without pay. The combination and use of paid and unpaid leave shall be the choice
12 of the employee.

13
14 **Section 9.6 – Attendance Incentive Program:** Attendance incentives or sick leave buy-out programs
15 will be in accordance with provisions found in RCW 41.04.340.

16 **Section 9.6.1 – Annual Sick Leave Buyout Option:** In January of the year following a year in
17 which a minimum of sixty (60) days of sick leave is accrued, and each following January, an
18 eligible employee may exercise an option to receive remuneration for unused sick leave
19 accumulated in the previous year at a rate of 25% or equal to one day's monetary compensation
20 of the employee for each four full days of accrued sick leave in excess of sixty (60) days. Sick
21 leave for which compensation has been received shall be deducted from accrued sick leave at
22 the rate of four (4) days for every one day of monetary compensation.

23 **Section 9.6.2 – Sick Leave Buyout at Retirement or Death:** At the time of separation from
24 employment with the college district due to retirement or death, an eligible employee or the
25 employee's estate will receive remuneration at a rate equal to one (1) day of current monetary
26 compensation of the employee for each four (4) full days of accrued sick leave.

27 **Section 9.6.3 – Sick Leave Reimbursement into VEBA:** Contingent on a vote by the AFT-SPS to
28 authorize continuation of the VEBA program, employees shall have all funds generated by sick
29 leave buyout at retirement contributed to a Voluntary Employee's Beneficiary Association
30 (VEBA). AFT-SPS may give notice to the District at any time that they wish to cancel participation
31 in the VEBA program for the next plan year consistent with the program's guidelines and IRS
32 rules.

33 **Section 9.7 – Family Medical Leave Act (FMLA):** Pursuant to the Federal Family Medical Leave Act
34 of 1993 (FMLA), eligible employees shall be entitled to a total of twelve (12) workweeks of absence
35 during a twelve (12) month period for one or more of the events cited below:

- 36 a) the birth of a child and to care for the newborn child within one year of birth;
37 b) the placement with the employee of a child for adoption or foster care and to
38 care for the newly placed child within one year of placement;
39 c) to care for the employee's spouse, child, or parent who has a serious health
40 condition;

- 1 d) serious health condition that makes the employee unable to perform the
- 2 essential functions of his or her job;
- 3 e) any qualifying exigency arising out of the fact that the employee’s spouse, son,
- 4 daughter, or parent is a covered military member on “covered active duty;” or
- 5 f) Twenty-six workweeks of leave during a single 12-month period to care for a
- 6 covered service member with a serious injury or illness if the eligible employee
- 7 is the service member’s spouse, son, daughter, parent, or next of kin (military
- 8 caregiver leave).

9 **Section 9.7.1 – Eligibility:** An eligible employee is one who has worked for the District for at
10 least twelve (12) months and for at least 1,250 hours during the previous twelve (12) month
11 period.

12 **Section 9.7.2 – Other Provisions:** When it is determined that an employee's leave meets the
13 eligibility requirements under FMLA, the District shall notify the employee that part or all of the
14 requested leave falls under FMLA requirements. An eligible employee can take up to twelve
15 (12) weeks of leave during a twelve (12) month period. The District will measure the twelve (12)
16 month period forward from the date the requesting employee's first FMLA leave begins. The
17 employee's next FMLA leave year would begin the first time FMLA leave is taken after
18 completion of the previous twelve (12) month period.

19 The District may require medical certification for leave under FMLA. Employees may use any
20 combination of paid or unpaid leave to which they are entitled toward the FMLA entitlement.
21 Employee absences shall be granted on an intermittent or reduced schedule at the employee's
22 request when medically documented. Employees granted FMLA leave will be required to give
23 timely notice of intent to return. Upon returning to work after the employee's own FMLA
24 qualifying illness, the employee will be required to provide a fitness for duty certificate from a
25 health care provider. The District will maintain its portion of paid medical benefits during the
26 FMLA period, even if the leave is unpaid. The employee has the right to return to the same or
27 equivalent job upon return from approved FMLA leave.

28

29 **ARTICLE 10 – MISCELLANEOUS LEAVES**

30 **Section 10.1 – Military Leave:** The District will comply with all current laws relative to military leave.

31 **Section 10.2 – Civic Duty Leave:** Paid leave of absence for jury duty, or to respond to a subpoena for
32 a legal proceeding must be granted to employees. If the employee is a plaintiff or a defendant in a case
33 not related to his or her employment, there shall be no compensation.

34 **Section 10.3 – Bereavement Leave:** Paid leave in addition to sick and vacation leave shall be granted
35 for bereavement. Up to five (5) days of bereavement leave shall be granted for each death of a family
36 member or household member. "Family members" is defined as mother, father, sister, brother,
37 mother-in-law, father-in-law, husband, wife, domestic partner, grandparent, grandchild, son, daughter,

1 stepchild, or a child in the custody of and residing in the home of the employee. Up to four (4)
2 additional days may be granted for out of state travel.

3 **Section 10.4 – Shared Leave:** The purpose of the Washington Shared Leave program (RCW
4 41.04.665) is to permit Seattle District employees to come to the aid of another Seattle District
5 employee who is suffering from, or has a relative or household member suffering from, an extraordinary
6 or severe illness, injury, impairment, physical or mental condition which has caused or is likely to cause
7 the employee to take leave without pay or terminate their employment, and the employee has depleted
8 or will likely deplete his/her leave reserves.

9 The employee in need of leave shall submit to the District HR or its designee, prior to approval or
10 disapproval, a medical certificate from a licensed physician or health care practitioner verifying the
11 employee's required absence, and the expected date of return to work. The District shall determine the
12 amount of leave, if any, which an employee may receive under these rules, not to exceed five hundred
13 and twenty-two (522) days.

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

16 **Section 10.5 – Leave Without Pay (LWOP):**

17 **Section 10.5.1 – Reasons for LWOP:** Leave without pay may be allowed for reasons such as:

- 18 a) Conditions applicable for leave with pay
- 19 b) Disability
- 20 c) Educational pursuit
- 21 d) Leave for government service in the public interest
- 22 e) Parental leave
- 23 f) Family or household care emergencies
- 24 g) To accommodate annual work schedules of employees occupying cyclic year
25 positions
- 26 h) Serious health condition of an eligible employee's child, spouse, or parent
- 27 i) To mitigate the consequences of victims of domestic violence, sexual assault or
28 stalking

29 **Section 10.5.2 – Requests in Writing:** Requests for planned leave without pay must be
30 submitted in writing and approved by the appropriate supervisor.

31 **Section 10.5.3 – Non-Accrual During LWOP:** Vacation leave and sick leave credits will not
32 accrue during leave without pay which exceeds ten (10) work days in any calendar month.

33 **Section 10.5.4 – Duration of LWOP:** Leave without pay extends from the time an employee's
34 leave commences until he/she is scheduled to return to continuous service, unless at the
35 employee's request the appropriate administrator agrees to an earlier date. Leave without pay

1 shall not exceed twelve (12) months except for educational leave which may be allowed for the
2 duration of actual attendance. Leave without pay may be extended for up to an additional
3 twelve months upon signed request of the employee and signed approval of the appropriate
4 administrator.

5 **Section 10.5.5 – Return to Work:** An employee will return to work at the same rate of pay in
6 the same or comparable position and in the same geographical area.

7 **Section 10.6 – Victims of Domestic Violence Leave:** In accordance with RCW 7.69.030, employees
8 who are victims of domestic violence, sexual assault, or stalking as defined by state law may take
9 reasonable vacation or sick leave, intermittent leave with or without pay, or work on a reduced
10 schedule. The College may request leave requested under this section be supported by verification in
11 accordance with WAC 357-31-730.

12 **Section 10.7 – Exclusion from Arbitration:** Decisions regarding permissive extension of leave
13 benefit(s) as specified in this Article are the exclusive right of the District. Should an employee disagree
14 with the decision, they may request reconsideration by the President within seven (7) calendar days of
15 the decision, but any decision by the President is final and binding without right of recourse.

16
17 **ARTICLE 11 – WORKLOAD**

18 **Section 11.1 – Reasonable Workload:** Exempt employees are expected to work as many hours as
19 necessary to fulfill their responsibilities and provide the public services which they have been assigned;
20 and the salary paid is full compensation for work performed.

21 Employees’ assignments will be consistent with current job descriptions and reasonable workloads.
22 Individual schedules may change from time to time as approved by the supervisor to accommodate
23 workload or employee requests for flexibility.

24 Any additional compensation for additional duties requires recommendation by the College President
25 and approval by the District Compensation Committee (DCC), and must include clear documentation of
26 the circumstances warranting additional compensation.

27
28 **Section 11.2 – Permanent Change in Duties:** Prior to accepting or making permanent changes in
29 duties the employee or supervisor will request a review by the DCC using the Request for Exempt
30 Change Form. This review will also determine if additional pay is appropriate when additional
31 permanent duties or assignments impact the employee’s overall scope of responsibilities and essential
32 functions. Generally, one request regarding a position will be considered in any fiscal year.

33
34 **Section 11.3 – Reevaluation:** Reevaluation is the process by which an existing or revised position is
35 evaluated for placement in the proper salary grade. All reevaluations require the use of the Request for
36 Exempt Change form and approval of the DCC. Forms are submitted to the DCC by the campus HR
37 Director. Reevaluation of a position may or may not result in a change of salary grade or annual salary.

1 Within sixty (60) days, the DCC will determine action to be taken on a Position Reevaluation and notify
2 the employee, supervisor and AFT SPS in writing of the decision and the rationale. Generally, one
3 request regarding a position will be considered in any fiscal year.

4

5 **ARTICLE 12 – COMPENSATION**

6 **Section 12.1 – Stipend Pay:** Eligible “stipend work” is any substantial but temporary assignment not
7 covered by the employee’s current professional responsibilities defined by the essential functions of
8 their current job description and is not reasonably covered by the duty statement “performs other
9 duties as assigned.”

10 Work eligible for a stipend is defined as:

- 11 1. An assignment for a defined period of time but not more than six (6) months or
- 12 2. An assignment to a recurring responsibility, such as managing a specific grant.

13 The Compensation Committee may approve an extension as long as the total stipend length does not
14 exceed twelve (12) months. At the end of the extension, the employer must determine the ongoing
15 viability of the assignment.

16 Prior to the assignment start date, stipend work will be:

- 17 1. Described in the Request for Exempt Change Form
- 18 2. Recommended by the immediate supervisor and the College President, and
- 19 3. Approved by the Compensation Committee.

20 Based on operational needs, an employee may be assigned duties not to exceed a 5% increase in
21 workload and for not more than six (6) weeks without additional compensation.

22

23 **Section 12.2 – Scheduled Increases:** The District will adjust salaries for all represented professional
24 staff employees during the term of the July 1, 2018 – June 30, 2021 contract according to the following
25 schedule:

- 26 1. Effective July 1, 2018, the District will implement a two percent (2%) across the board pay
27 increase.
- 28 2. Effective July 1, 2019, the District will implement a one percent (1%) across the board pay
29 increase.

30 These increases are in addition to any COLAs that may be distributed during the term of this contract.

31

32

33

34

1 **ARTICLE 13 – CONDITIONS OF EMPLOYMENT**

2 **Section 13.1 – Regular Employment:** A regular position is an employment position which:

- 3 a) the District expects to have funding for the foreseeable future, without any currently
- 4 known or currently anticipated termination;
- 5 b) is ordinarily filled through a competitive recruitment under the District’s established
- 6 hiring procedure.

7 **Section 13.2 – Reasonable Expectation of Employment:**

8 **Section 13.2.1 – Regular Employment:** An employee hired or placed into a position designated
9 as regular full or part-time and has acceptable job performance, adheres to District policies, and
10 demonstrates acceptable professional/personal behavior, will maintain the reasonable
11 expectation of continued employment with the District.

12 **Section 13.2.2 – Grant-Funded Employment:** Employees hired into grant-funded positions shall
13 have reasonable assurance of employment subject to withdrawal or expiration of grant funds, or
14 subject to the nonrenewal provisions in Section 13.3.

15 **Section 13.3 – Non-Renewal:** All non-renewals are subject to the following provisions:

- 16 a) Non-renewal decisions must be vetted and approved by the respective college President and
- 17 district Vice Chancellor/Chief Human Resources Officer.
- 18 b) Prior to receiving the 30-day written notice, the affected employee will have the opportunity to
- 19 present reasons to the President/Chancellor or designee (not directly involved in the original
- 20 decision) why the employment contract should be continued.
- 21 c) The District may choose to non-renew an employee without cause, with 30 days written notice.
- 22 Except for grant-funded positions, non-renewals shall have an effective date of July 1. At the
- 23 employer’s discretion, the employee may be placed on home assignment for the 30-day
- 24 notification period.
- 25 d) Except for grant-funded positions, if “time in service” is less than two years, the affected
- 26 employee will receive severance equal to one month’s pay at the employee’s regular salary.
- 27 e) Except for grant-funded positions, if “time in service” is two years or more, the affected
- 28 employee will receive severance equal to six months’ pay at the employee’s regular salary.
- 29 f) For grant-funded positions, if “time in service” is five years or more, the affected employee will
- 30 receive severance equal to six month’s pay at the employee’s current salary.

31 **Section 13.4 – Dismissal for Cause:** An employee may be dismissed for cause at any time. Dismissal
32 for cause may be subject to the grievance procedure.

33 **Section 13.5 – Sufficient Cause:** Sufficient cause for termination shall include, but not be limited to:

- 34 a) Conviction of work-related crime;
- 35 b) Conviction of a crime which prohibits successful performance of the job;
- 36 c) Gross misconduct and/or insubordination;
- 37 d) Willful and egregious violation of District rules, policies, procedures, or directives;
- 38 e) Documented incompetence in the performance of professional duties;

- 1 f) Neglect of duty or abandonment of position;
- 2 g) Sexual harassment;
- 3 h) Acts of moral turpitude;
- 4 i) Workplace violence;
- 5 j) Knowing and willful breach of ethics;
- 6 k) Conviction for aiding and abetting or participating in:
 - 7 1) Any unlawful act of violence;
 - 8 2) Any unlawful act resulting in destruction of Seattle College property; or
 - 9 3) Any unlawful interference with the orderly conduct of the education process.

10 **Section 13.6 – Temporary Assignment:** A time-limited position lasting one year in duration with a
11 specific start and end date. Any assignment lasting more than one year requires an open, competitive
12 search. A temporary employee has no right or expectation of regular or continuing employment.

13 **Section 13.7 – Interim Assignment:** Temporarily filling a vacant position for up to twelve months
14 unless otherwise agreed.

15 **Section 13.8 – Return Rights:** Upon completion of a temporary or interim assignment the employee
16 has the right to return to their previous position and salary.

17 **Section 13.9 – Displacement/Reassignment of Regular Employees:** In the event that the District
18 reorganizes, terminates programs, or otherwise needs to displace regular employees, advance notice
19 shall be given to AFT-SPS. If changes will result in termination of professional staff employees, the
20 District shall notify the AFT-SPS at least thirty (30) calendar days prior to the change and the following
21 shall apply:

- 22 a) The District shall reassign an affected employee to a comparable vacant position.
- 23 b) If a regular employee who has been employed with the District less than two (2) years
24 cannot be reassigned, the employee shall receive one (1) month full compensation upon
25 employment termination.
- 26 c) If a regular employee who has been employed with the District two (2) years or more cannot
27 be reassigned, the employee shall receive six (6) months full compensation upon
28 employment termination.

29

30 **ARTICLE 14 – PROFESSIONAL DEVELOPMENT**

31 **Section 14.1 – Purpose:** The District recognizes the value of having its employees participate in
32 education and skill development training and shall consider requests for such opportunities. The District
33 will encourage and support employees in their development and pursuit of professional development,
34 subject to approval.

1 **Section 14.2 – SCD Tuition Waiver:** Employees may take Seattle Colleges District (SCD) classes
2 during work time with no loss of pay in accordance with the SCD Tuition Waiver Policy, if approved by
3 the supervisor, and does not interfere with the completion of employee work assignments.
4 Consideration for release time to take classes during work time will be limited to trainings or courses
5 directly related to the employee’s current position as determined by the supervisor. The District shall
6 waive tuition and fees for all employees who wish to take SCD classes per RCW 28B.15.558.

7 **Section 14.3 – Workshops:** Workshops are generally less than two weeks in duration, and focus on
8 training that promotes employee development and growth. Attendance is subject to preapproval by the
9 supervisor and will be considered as time worked for employees.

10 **Section 14.4 – Professional Leave:** Professional Leave is used for pursuing development
11 opportunities between two (2) weeks and one (1) quarter in duration.

- 12 a) Guidelines for Professional Leave -- Professional leave for employees is for the purpose of
13 demonstrably improving professional capabilities and knowledge and thus enhancing the
14 potential for contribution to the institution and its goals. Programs longer than one quarter
15 would be approved under the leave of absence process.
- 16 b) Eligibility -- To be eligible for professional leave, an employee must have completed FTE of three
17 (3) or more years of full-time employment with the District.
- 18 c) Applications for Professional Leave -- Employees who wish to apply for professional leave must
19 submit their application to their appropriate supervisor three months prior to the requested
20 start date. Exceptions can be made due to extenuating circumstances. The supervisor will
21 submit the application to the College President.
- 22 d) Decision of the Appointing Authority -- The final decision to grant a professional leave to an
23 employee rests with the District Chancellor. The decision must take into consideration all cost
24 factors involved with the leave and for filling the vacated position. Professional leave requests
25 funded with individual college funds will be reviewed and approved by the President or the
26 Chancellor. Two or more slots for professional development leave may be granted each year
27 subject to the leave approval process defined above.
- 28 e) Other Factors in Granting Leave -- Major factors in evaluating the request for professional leave
29 will include cost considerations, the employee's professional leave application, demonstrated
30 resources and feasibility of the proposal.
- 31 f) Leave Extensions -- The recipient of professional leave may request additional leave without pay
32 beyond the approved professional leave period. Approval for any additional leave period must
33 be obtained from the College President and District Chancellor prior to a leave extension. The
34 College President and District Chancellor will stipulate the conditions and terms upon which
35 additional leave will be granted.
- 36 g) Compensation -- An employee granted professional leave will receive 100 percent of salary
37 during the length of the leave.
- 38 h) Committed Service Upon Return From Leave -- Recipients of professional leave must agree in
39 writing to return to the District immediately upon completion of leave for a period equal to the
40 length of the leave granted. If the recipient does not return to District employment from
41 professional leave as specified, or following the termination of an extension of the leave without
42 pay, the recipient will refund all pay received during the leave period.

- 1 i) Employment by the District -- An employee awarded professional leave may not be employed by
2 the District, with the exception that the employee may teach up to a 33% workload during the
3 hours outside of their pre-leave approved work schedule.
- 4 j) Status upon Return from Leave -- At the conclusion of the approved leave the District agrees to
5 continue such employees in the same position or comparable position, and at a salary no less
6 than the one received when departing on leave.
- 7 k) Written Report -- Recipients of professional leave will submit three copies of a written report
8 concerning their professional leave activities within sixty (60) days after returning from
9 professional leave. One copy of this report will be forwarded to the appropriate supervisor. Two
10 copies will be forwarded to the Vice Chancellor/Chief Human Resources Officer.
- 11 l) Fringe Benefit Status -- Employees will continue to accrue all fringe benefits during the period of
12 any paid professional leave. Insurance and retirement contributions are made through regular
13 payroll deductions.

14 **Section 14.5 – Copyrights & Patents:** The ownership of any materials, processes or inventions
15 developed solely by an employee's individual effort, research and expense, conducted on his or her own
16 time, shall vest in the employee and be copyrighted or patented, if at all, in his or her name.

17 The ownership of materials, processes or inventions produced solely for the District and at District
18 expense shall vest in the District and be copyrighted or patented, if at all, in its name.

19 Where materials, processes or inventions are produced by an employee using significant personnel,
20 time, facilities or other District resources, the parties shall enter into a written agreement as to the
21 ownership, including copyrights or patents prior to production. In the event there is no such prior
22 written agreement, the ownership shall vest in the District.

23

24 **ARTICLE 15 – REDUCTION IN FORCE (RIF)**

25 **Section 15.1 – Declared Financial Emergencies:** If the Board of Trustees declares a financial
26 emergency, or if the State Board for Community and Technical Colleges declares a financial emergency,
27 Reduction in Force (RIF) procedures may be applied to professional staff positions. In such instances,
28 professional staff employees whose positions are being reduced or eliminated will be given ninety (90)
29 calendar days' notice with a copy to the AFT-SPS. In the case of a RIF, the District reserves the right to
30 laterally transfer candidates who meet the minimum qualifications for any vacant position within the
31 bargaining unit to avoid layoff, with salary set at the rate for the position the employee has been
32 performing.

33

34 **ARTICLE 16 – JOB DESCRIPTIONS / HIRING / VACANCIES / TRANSFER / UNIT WORK**

35 **Section 16.1 – Job Descriptions:** All regular and part-time professional staff positions shall have a
36 current job description. The job description will detail the scope, primary responsibilities, essential
37 functions, and the assigned supervisor. The supervisor and local HR Director must approve a final copy.

1 **Section 16.2 – Hiring New Positions:** When a new position is created, the District will provide AFT-
2 SPS with the proposed job description. If the AFT-SPS believes a position should be included in the
3 bargaining unit, the AFT-SPS will request a meeting with the campus HRD to discuss their concerns.

4 **Section 16.3 – Search Committees:** AFT-SPS is entitled to representation on search committees for
5 Associate Vice Presidents, Vice Presidents, Presidents, Vice Chancellors and Chancellor. HR Services will
6 indicate the number of representatives as appropriate to the search. Prior to the commencement of
7 any search, HR Services will meet with the entire committee to discuss ethical and procedural
8 guidelines.

9 **Section 16.4 – Notice of Vacancies:** The District will post regular positions for a minimum of seven
10 (7) calendar days, including e-mail notice to all professional staff employees.

11 **Section 16.5 – Unit Work:** The District will notify the AFT-SPS in the event that an AFT-SPS
12 position/work is being considered for removal from the bargaining unit.

13

14 **ARTICLE 17 – PERSONNEL FILE**

15 **Section 17.1 – General:** The District shall retain one official personnel file for each employee. This file
16 shall reside in the District Human Resources Office. Any officer or administrator of the District shall
17 maintain no other official personnel file. This provision shall not preclude the maintenance of all lawful
18 payroll records by the business office or maintenance of other essential records by appropriate
19 personnel for the operation of the District. An electronic facsimile of personnel file documents such as
20 leave slips, notices of assignment, and performance evaluations in lieu of actual documents may be
21 kept.

22 **Section 17.2 – Placement of Material in the File:** Material concerning any employee may be placed
23 in the personnel file after the employee has been notified has been given an opportunity to read,
24 append or answer any charges, complaints, or statements, and sign and date the material. Such signing
25 signifies acknowledgement, but does not imply agreement.

26 **Section 17.3 – Removal of Adverse Material:** If there has been no action or complaint of the same
27 or similar nature, the adverse material shall be removed upon the request of the employee after two (2)
28 years from the date of placement unless it is demonstrated that such information may be related to a
29 violation of federal or state law or regulations. The College President or designee shall consider a
30 written request for the early removal of adverse material and advise the requesting party in writing of
31 the action taken. The decision of the College President will not be subject to the grievance procedure.

32 **Section 17.3.1 – Timeliness:** Adverse material more than two (2) years old shall not be used for
33 disciplinary purposes unless there have been complaints of the same nature during those two
34 (2) years.

35 **Section 17.4 – Right to Review and Make Copies:** With advance notice, an employee may view the
36 contents of their personnel and medical files except for confidential materials. When viewing their file,
37 an employee may be accompanied by another person. The employee may also give signed written
38 permission to a designee to review their personnel file on their behalf.

1 The employee may request to receive a copy of the files' contents or to photocopy the contents in the
2 presence of the person responsible for the file. Excessive copies may be subject to a fee of up to 10
3 cents per page.

4 **Section 17.5 – Operational Files:** Administrators may keep operational files on individual employees.
5 Additional employee files may include supervisory, attendance, and payroll information. Employees
6 have the right to review operational files as provided for in Section 17.4.

7

8 **ARTICLE 18 – PERFORMANCE EVALUATIONS**

9 **Section 18.1 – General:** The District will conduct an employee's annual performance evaluation.

10 **Section 18.2 – Purpose of Evaluations:** The performance evaluation process will be a participative
11 and collaborative process to:

- 12 a) review the employee's past performance
- 13 b) establish future performance expectations
- 14 c) recommend training/development needs
- 15 d) identify other organizational support that the employee may need
- 16 e) review, update (as needed), and sign off on current job description
- 17 f) review and update career objectives and plans relevant to employee advancement and
18 growth.

19 **Section 18.3 – Workload Review:** The current job description and the employee's workload will be
20 reviewed during the annual performance evaluation.

21 **Section 18.4 – Plan for Improvement:** In the event an evaluation shows areas in need of further
22 development, the employee and supervisor may proceed with the development of a plan for
23 improvement designed to strengthen the areas identified. The plan for improvement will be developed
24 jointly and may include desired outcomes, a timeline for evaluating progress and the resources
25 available.

26 **Section 18.5 – Disciplinary Action:** Performance evaluations shall not be used to initiate disciplinary
27 action.

28 **Section 18.6 – Retention:** Performance evaluations will be retained in an employee's personnel file.

29 **Section 18.7 – Employee Copy:** An employee will receive a copy of the completed performance
30 evaluation.

31

32

33

1 **ARTICLE 19 – INSURANCE & PENSION BENEFITS**

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

6 **Section 19.2 – Retirement Benefit:** The Teacher's Insurance Annuity Association (TIAA) and the
7 Washington Public Employees Retirement System (WPERS) are available to employees; however, if an
8 employee has been a member of the Washington State Teachers Retirement System (WSTRS) the
9 employee may choose to remain on that prior plan. The specific standards for eligibility have been
10 established and the Employee Services Department is responsible for making the information available
11 to employees.

12

13 **ARTICLE 20 – HEALTH / SAFETY**

14 **Sections 20.1 – Reporting Safety Issues:** Employees are encouraged to report to Campus Security
15 circumstances and/or individuals which may present a threat anywhere on campus. Campus Security
16 personnel will investigate and report the incidents as needed. Employees should additionally report the
17 threat to their supervisor. If the supervisor is the threatening party, the employee should report the
18 event to Security and the Director of Human Resources.

19 **Section 20.2 – Safety Committee:** Washington Industrial and Safety Health Act (WISHA) standards
20 and procedures shall be conspicuously posted and adhered to at each college campus and district office.
21 The Professional Staff representative(s), recommended by the AFT-SPS President, will serve as a
22 representative of the AFT-SPS on the College Safety Committee.

23 **Section 20.3 – District’s Role:** In partnering with AFT-SPS to provide a safe environment, the District
24 will take appropriate steps to mitigate the danger and provide a threatened employee with information
25 regarding what response(s) are planned or have been taken.

26 **Section 20.4 – Employees’ Role:** In partnering with the District, employees shall endeavor to avoid
27 unsafe work practices and agree to aid the District wherever possible in promoting a healthy and safe
28 environment in the workplace.

29 **Section 20.5 – Reporting Hazardous Conditions:** Hazardous or unsafe work conditions shall be
30 reported to a supervisor or another administrator. The affected employee shall not be required to
31 resume work in the area or perform the hazardous task until the hazard or condition is corrected. A
32 request to leave or move to a temporary alternate worksite may be granted by the employee's
33 immediate supervisor.

34 **Section 20.6 – Workplace Violence / Hostile Work Environment:** The District is committed to its
35 employee's safety and health. As such, workplace violence or a hostile work environment will not be
36 tolerated.

1 The institution defines workplace violence to include verbal threats, threatening behavior or physical
2 assaults occurring in the workplace by a stranger, customer, client or co-worker.

3 The District will make reasonable efforts to see that all employees adhere to practices that are designed
4 to make the workplace safe and secure.

5 Employees are encouraged to come forward with their concerns or complaints about workplace
6 violence or a hostile work environment and can initiate this process by first contacting their campus HR
7 Director. Immediate and appropriate action, as described in the complaint procedure, will be taken to
8 resolve complaints. Retaliation against any individual for making a complaint or cooperating in an
9 investigation will not be tolerated.

10 **Section 20.7 – Non-Discrimination:** Neither the District nor the AFT-SPS shall discriminate against
11 any employee on the basis of race, creed, color, national origin, sex, sexual orientation, sexual identity,
12 disabling condition, marital status, age, religious or civil affiliation, or presence of any physical, sensory,
13 or mental disability, or veteran status.

14 **Section 20.8 – Workforce Diversity:** The District and AFT-SPS recognize and reaffirm their support
15 and commitment to the concept of Workforce Diversity.

16

17 **ARTICLE 21 – TRAVEL / PARKING**

18 **Section 21.1 – Travel:** Employees required to travel in order to perform their duties will be
19 reimbursed within thirty (30) days for any authorized travel expenses after receipt of the properly
20 completed Travel Expense Voucher (e.g., mileage and/or per diem), in accordance with the regulations
21 established by the Office of Financial Management and the District policies.

22 **Section 21.2 – Parking:** The District provides on-campus parking for employees in accordance with
23 the Commute Trip Reduction Program. Employees who are employed at more than 50% of full time for
24 more than six (6) months shall have the opportunity to purchase parking permits through payroll
25 deduction. Appropriate parking permits shall be issued to all employees of the District who purchase
26 parking.

27 **Section 21.2.1 – Parking Fee Increases:** The impact of changes to parking fees shall be
28 bargained with AFT-SPS prior to implementation.

29

30 **ARTICLE 22 – SAVINGS CLAUSE**

31 **Section 22.1 – Partial Invalidity:** If any provisions of this agreement shall be found in violation of the
32 law or invalid by any court or administrative agency of competent jurisdiction, such provision(s) shall be
33 deemed invalid. The remainder of the Agreement will remain in full force and effect. AFT-SPS and the
34 District will meet for the purpose of re-negotiation of any Article or portion of this Agreement found to
35 be in violation of the law or invalid. Such request by either party shall be in writing within sixty (60)
36 calendar days of an article or section being found in violation of the law.

1 **Section 22.2 – Release Time For Negotiations:** Employee(s) on the AFT-SPS bargaining team shall
2 be given reasonable time during work hours to participate in negotiations, without loss of pay or other
3 benefits, provided this release time does not interfere with the day-to-day operations of the institution.

4 **Section 22.3 – Distribution of Agreement:** An electronic copy of the Agreement shall be posted to
5 the District web site.

6 **Section 22.3.1 – New Hires:** Newly hired employees shall be provided with the link to this
7 Agreement.

8 **Section 22.4 – Term of Agreement:** The term of this Agreement shall be from July 1, 2018 through
9 June 30, 2021.

10 **Section 22.5 – Successor Agreement:** Either party may request negotiations of a Successor
11 Agreement by notifying the other party in writing prior to expiration. If such notice is given, negotiations
12 will begin at a time agreed upon by the parties.

13 **Section 22.6 – Wage Reopener:** In the event the legislature authorizes or allocates funding for salary
14 increases for exempt employees, this Agreement shall be reopened for the limited purposes of
15 bargaining the distribution of such funds.

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SIGNED this ___ day of _____, at Seattle, Washington.

FOR THE AMERICAN FEDERATION OF TEACHERS, SEATTLE PROFESSIONAL STAFF,

Coryl Celene-Martel

Jayne Strom-Strebe

Alison McCormick


Robert Sullivan

FOR THE BOARD,

Shouan Pan
Chancellor, Seattle Colleges Board of Trustees

SIGNED this 2nd day of May, 2018 at Seattle, Washington.

FOR THE AMERICAN FEDERATION OF TEACHERS, SEATTLE PROFESSIONAL STAFF,



Robert Sullivan
President of AFT Seattle Professional Staff, Local 6550

AFT-SPS Bargaining Team: Robert Sullivan, Nancy Kennedy, Coryl Celene-Martel, Jayne Strom-Strébe, Alison McCormick

FOR THE BOARD,



Shouan Pan
Chancellor, Seattle Colleges Board of Trustees

Seattle Colleges District Bargaining Team: David M. Blake, Susan Engel, Jennifer Dixon, Linda Manning, Christina Nelson

APPENDIX A: Salary Grades

Grades		Minimum	Band 2	Band 3	Midpoint	Band 4	Band 5	Maximum
116	Annual	\$ 42,300	\$ 45,322	\$ 48,343	\$ 50,357	\$ 52,382	\$ 55,393	\$ 58,414
	Monthly	\$ 3,525	\$ 3,777	\$ 4,029	\$ 4,196	\$ 4,365	\$ 4,616	\$ 4,868
117		\$ 43,851	\$ 46,984	\$ 50,116	\$ 52,204	\$ 54,293	\$ 57,425	\$ 60,557
		\$ 3,654	\$ 3,915	\$ 4,176	\$ 4,350	\$ 4,524	\$ 4,785	\$ 5,046
118		\$ 45,488	\$ 48,737	\$ 51,986	\$ 54,152	\$ 56,318	\$ 59,568	\$ 62,817
		\$ 3,791	\$ 4,061	\$ 4,332	\$ 4,513	\$ 4,693	\$ 4,964	\$ 5,235
119		\$ 47,210	\$ 50,582	\$ 53,954	\$ 56,202	\$ 58,450	\$ 61,823	\$ 65,195
		\$ 3,934	\$ 4,215	\$ 4,496	\$ 4,684	\$ 4,871	\$ 5,152	\$ 5,433
120		\$ 49,034	\$ 52,536	\$ 56,039	\$ 58,374	\$ 60,709	\$ 64,211	\$ 67,713
		\$ 4,086	\$ 4,378	\$ 4,670	\$ 4,865	\$ 5,059	\$ 5,351	\$ 5,643
121		\$ 50,943	\$ 54,582	\$ 58,221	\$ 60,647	\$ 63,073	\$ 66,711	\$ 70,350
		\$ 4,245	\$ 4,549	\$ 4,852	\$ 5,054	\$ 5,256	\$ 5,559	\$ 5,863
122		\$ 52,972	\$ 56,755	\$ 60,540	\$ 63,061	\$ 65,584	\$ 69,368	\$ 73,151
		\$ 4,414	\$ 4,730	\$ 5,045	\$ 5,255	\$ 5,465	\$ 5,781	\$ 6,096
123		\$ 55,103	\$ 59,039	\$ 62,974	\$ 65,599	\$ 68,223	\$ 72,158	\$ 76,094
		\$ 4,592	\$ 4,920	\$ 5,248	\$ 5,467	\$ 5,685	\$ 6,013	\$ 6,341
124		\$ 57,353	\$ 61,450	\$ 65,546	\$ 68,277	\$ 71,008	\$ 75,105	\$ 79,202
		\$ 4,779	\$ 5,121	\$ 5,462	\$ 5,690	\$ 5,917	\$ 6,259	\$ 6,600
125		\$ 62,708	\$ 67,187	\$ 71,666	\$ 74,653	\$ 77,639	\$ 82,118	\$ 86,597
		\$ 5,226	\$ 5,599	\$ 5,972	\$ 6,221	\$ 6,470	\$ 6,843	\$ 7,216
126		\$ 68,939	\$ 73,864	\$ 78,788	\$ 82,071	\$ 85,353	\$ 90,278	\$ 95,202
		\$ 5,745	\$ 6,155	\$ 6,566	\$ 6,839	\$ 7,113	\$ 7,523	\$ 7,934
127		\$ 75,510	\$ 80,903	\$ 86,297	\$ 89,892	\$ 93,488	\$ 98,882	\$ 104,275
		\$ 6,293	\$ 6,742	\$ 7,191	\$ 7,491	\$ 7,791	\$ 8,240	\$ 8,690
128		\$ 82,461	\$ 88,352	\$ 94,242	\$ 98,168	\$ 102,095	\$ 107,985	\$ 113,875
		\$ 6,872	\$ 7,363	\$ 7,854	\$ 8,181	\$ 8,508	\$ 8,999	\$ 9,490
129		\$ 89,795	\$ 96,209	\$ 102,623	\$ 106,899	\$ 111,175	\$ 117,588	\$ 124,002
		\$ 7,483	\$ 8,017	\$ 8,552	\$ 8,908	\$ 9,265	\$ 9,799	\$ 10,334
130		\$ 97,510	\$ 104,475	\$ 111,440	\$ 116,083	\$ 120,726	\$ 127,691	\$ 134,656
		\$ 8,126	\$ 8,706	\$ 9,287	\$ 9,674	\$ 10,061	\$ 10,641	\$ 11,221