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## **PREAMBLE**

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

## **ARTICLE 1 – RECOGNITION OF BARGAINING AGENT**

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

## **ARTICLE 2 – UNION RIGHTS**

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

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

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

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

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

**Section 2.4 – Union Representatives and Stewards:** The AFT-SPS will notify the District of the names of the AFT-SPS representatives and stewards (no more than three per college and one per satellite campus). Stewards are authorized to assist employees in addressing contractual issues without loss of pay during the work day so long as it does not interfere with the steward's or member's regular work responsibilities.

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

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

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

**Section 2.8 – AFT-SPS Meetings:** Employees shall be released to attend AFT-SPS meetings so long as such meetings do not interfere with the employees' ability to perform assigned duties. Employees from across the District shall be allowed to participate in person or via distance learning technologies if available at no additional cost to the District.

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

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

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

The AMC will meet quarterly on mutually agreeable dates provided agenda items are proposed. Additional meetings will be scheduled on an as-needed basis. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to renegotiate the provisions of this Agreement.

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

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

#### **ARTICLE 4 — MANAGEMENT RIGHTS**

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

#### **ARTICLE 5 – GRIEVANCE PROCEDURE**

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

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

**Section 5.3 — Informal Settlement of Differences:** Any employee or employee(s) who believe(s) a violation of this contract has occurred, or the AFT-SPS on behalf of an employee or a group of employees regarding a common concern, shall attempt to informally resolve all differences and questions relative to this Agreement. If agreement cannot be reached, a grievance may be filed by the AFT-SPS. Informal adjustments shall be consistent with the terms and conditions of this Agreement. The District shall give the AFT-SPS representative the opportunity to be present at such adjustment to make the views of the AFT-SPS known.

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

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

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

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

**Section 5.5 — Formal Grievance Steps:**

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

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

***Step 2 - Vice President or Designee's Review:***

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

***Step 3 — President's Review:***

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

***Step 4 — Mediation (Optional):***

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

***Step 5 - Arbitration:***

The AFT-SPS may, within fifteen (15) calendar days following the written response of the President (or President's designee) or mediator's declaration of impasse, notify the District of its intent to arbitrate the grievance. AFT-SPS shall request a list of at least seven (7) arbitrators, in the Northwest, to be provided by PERC to the parties. The parties shall attempt to designate a mutually agreeable arbitrator.



If unable to do so, within fifteen (15) calendar days of receipt of that list, the parties shall flip a standard issue US quarter to determine who shall strike the first name; thereafter each will alternate striking one of the names until one name remains. The person whose name remains shall be selected as the arbitrator.

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

- a) The arbitrator shall adjudicate only issues that arise under the express terms and conditions of this Agreement.
- b) The arbitrator shall not have authority to extend interpretations to matters other than those applicable to the particular issue(s) in the grievance.
- c) The arbitrator's decision and award shall not grant relief extending beyond a make-whole remedy.
- d) The arbitrator's decision and award shall include a statement of the issue(s), the remedy (if any), and the reasoning and grounds upon which the decision is based, and shall be rendered within thirty (30) days of the arbitration or the date written briefs are received or as agreed between the arbitrator and the parties.
- e) The arbitrator's decision and award shall be based on the evidence and matters presented to the arbitrator during the hearing, and written briefs, if submitted.
- f) The arbitrator will retain jurisdiction until such time as the award is completed.
- g) The arbitrator shall not have the authority to remand an issue back to the parties for negotiations.
- h) The arbitrator may require/subpoena any person to attend as a witness and to bring with him or her any book, record, document, or other evidence. The fees for such attendance shall be paid by the party requesting issuance of the subpoena and shall be the same as the fees of witnesses in the superior court. Arbitrators may administer oaths. Subpoenas shall be issued and signed by the arbitrator and shall be served in the same manner as subpoenas to testify before a court of record in this state.
- i) The arbitrator may, at the request of a party for good cause shown, order examination by deposition of witness(es) where such discovery is relevant and appropriate. Fees and/or expenses for depositions shall be paid by the party making such request.
- j) The fees and expenses of the arbitrator shall be borne equally by the parties.

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

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

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

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

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

## **ARTICLE 6 – CLOSURES AND SUSPENDED OPERATIONS**

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

- a) Suspension occurring prior to the start of the work day will be broadcast to employees by media serving the community, and by District and campus internal channels.
- b) For suspensions occurring during the work day, employees will be notified via the campus alert systems.

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

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

**Section 6.3.1 — Essential Employees:** The District may designate essential employees who may be required to work during a period of suspended operation. Other employees may be notified of their need to work during suspended operations, dependent on operational needs.

**ARTICLE 7 — HOLIDAYS**

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

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Native American Heritage Day
- Christmas Eve
- Christmas Day

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

**ARTICLE 8 — VACATION LEAVE**

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

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

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

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

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

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

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

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

**ARTICLE 9 — SICK LEAVE / LEAVES OF ABSENCE**

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

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

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

**Section 9.2 — Sick Leave Usage:** Employees shall be allowed to access sick leave because of illness, disability, or injury of the employee or to care for a member of their immediate family. Sick leave may also be granted for condolence or bereavement where the employee has exhausted paid bereavement leave. Immediate family is defined as the employee's parent, spouse, or child.

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

Sick leave will be reported on the approved form.

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

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

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

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

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

**Section 9.6.1 — Annual Sick Leave Buyout Option:** In January of the year following a year in which a minimum of sixty (60) days of sick leave is accrued, and each following January, an eligible employee

may exercise an option to receive remuneration for unused sick leave accumulated in the previous year at a rate of 25% or equal to one day's monetary compensation of the employee for each four full days of accrued sick leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four (4) days for every one day of monetary compensation.

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

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

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

- a) the birth of a child and to care for the newborn child within one year of birth;
- b) the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- c) to care for the employee's spouse, child, or parent who has a serious health condition;
- d) serious health condition that makes the employee unable to perform the essential functions of his or her job;
- e) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
- f) Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

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

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

The District may require medical certification for leave under FMLA. Employees may use any combination of paid or unpaid leave to which they are entitled toward the FMLA entitlement. Employee

absences shall be granted on an intermittent or reduced schedule at the employee's request when medically documented. Employees granted FMLA leave will be required to give timely notice of intent to return. Upon returning to work after the employee's own FMLA qualifying illness, the employee will be required to provide a fitness for duty certificate from a health care provider. The District will maintain its portion of paid medical benefits during the FMLA period, even if the leave is unpaid. The employee has the right to return to the same or equivalent job upon return from approved FMLA leave.

## **ARTICLE 10 — MISCELLANEOUS LEAVES**

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

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

**Section 10.3 — Bereavement Leave:** Paid leave in addition to sick and vacation leave shall be granted for bereavement. Up to four (4) days of bereavement leave shall be granted for each death of a family member or household member. "Family members" is defined as mother, father, sister, brother, mother-in-law, father-in-law, husband, wife, , grandparent, grandchild, son, daughter, stepchild, or a child in the custody of and residing in the home of the employee. Up to four (4) additional days may be granted for out of state travel.

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

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

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

### **Section 10.5 — Leave Without Pay (LWOP)**

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

- a) Conditions applicable for leave with pay
- b) Disability
- c) Educational pursuit
- d) Leave for government service in the public interest

- e) Parental leave
- f) Family or household care emergencies
- g) To accommodate annual work schedules of employees occupying cyclic year positions
- h) Serious health condition of an eligible employee's child, spouse, or parent
- i) To mitigate the consequences of victims of domestic violence, sexual assault or stalking

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

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

**Section 10.5.4 — Duration of LWOP:** Leave without pay extends from the time an employee's leave commences until he/she is scheduled to return to continuous service, unless at the employee's request the appropriate administrator agrees to an earlier date. Leave without pay shall not exceed twelve (12) months except for educational leave which may be allowed for the duration of actual attendance. Leave without pay may be extended for up to an additional twelve months upon signed request of the employee and signed approval of the appropriate administrator.

**Section 10.5.5 — Return to Work:** At the conclusion of the approved leave, the District agrees to continue such employees in the same or comparable position and geographical area, and at a salary no less than the one received when departing on leave.

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

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

## **ARTICLE 11: WORKLOAD/COMPENSATION**

### **Section 11.1 — Reasonable Workload:**

Exempt employees are expected to work as many hours as necessary to fulfill their responsibilities and provide the public services which they have been assigned; and the salary paid is full compensation for work performed.

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

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

**Section 11.2 – Stipend Pay:** Eligible “stipend work” for Exempt employees is defined as any substantial but temporary assignment not otherwise covered by the employee’s current professional responsibilities as defined by the essential functions of her/his current job description. Stipend assignments must be defined in writing and approved by the Compensation Committee using the Request for Exempt Change Form.

“Temporary” means an assignment which has a definable start and finish or assignment to a recurring responsibility, such as managing a specific grant for a designated period of time. “Substantial” means an assignment not reasonably covered by the duty statement “performs other duties as assigned.” Eligible stipend work must be recommended in advance by the immediate supervisor and the College President, and approved by the Compensation Committee prior to the assignment start date.

**Section 11.3 – Permanent Change/Increase in Workload:** In the event additional permanent duties or assignments are included in the employee’s workload such that the overall scope of responsibilities and essential functions are increased, the employee or supervisor may request a review by the Compensation Committee using the Request for Exempt Change Form to determine if additional pay is appropriate.

**Section 11.4 – Reevaluation:** Reevaluation is the process in which an existing job is evaluated for placement in the proper salary grade. All reevaluations require the approval of the District Compensation Committee and may be submitted to the DCC by the employee and/or the employee’s supervisor.

Reevaluations are initiated using the Request for Exempt Change Form. This form initiates the review of a position by the District Compensation Committee. An updated job description is required.

Reevaluation of a position may or may not result in a change of annual salary.

**Section 11.4.1 - Position Reevaluation Response:** Within sixty (60) days the Compensation Committee will determine action to be taken on a Position Reevaluation and notify the parties.

In the event a Position Reevaluation Request is denied, the employee and the supervisor shall be given the rationale for the denial in writing. AFT-SPS shall receive notification of the disposition of Professional Staff position reevaluation requests.

## **ARTICLE 12 — PROFESSIONAL DEVELOPMENT**

**Section 12.1 — Purpose:** The District recognizes the value of having its employees participate in education and skill development training and shall consider requests for such opportunities. The District will encourage and support employees in their development and pursuit of professional development mutually agreed upon between the employee and supervisor.

**Section 12.2 — SCD Tuition Waiver:** Employees may take Seattle Colleges District (SCD) classes during work time with no loss of pay in accordance with the SCD Tuition Waiver Policy, if approved by the



supervisor, and does not interfere with the completion of employee work assignments. Consideration for release time to take classes during work time will be limited to trainings or courses directly related to the employee's current position as determined by the supervisor. The District shall waive tuition and fees for all employees who wish to take SCD classes per RCW 28B.15.558.

**Section 12.3 — Workshops:** The District agrees to conduct workshops to promote employee productivity and efficiency, communication skills, etc. Employees must first request and receive supervisor approval to attend such workshops on paid time. These workshops may include all staff or may be sponsored by sub-units, i.e., Instruction, Administration, Student Services, etc. Attendance will be considered as time worked for employees on all shifts.

**Section 12.4 — Professional Leave:**

- a) Guidelines for Professional Leave -- Professional leave for employees is for the purpose of demonstrably improving professional capabilities and knowledge and thus enhancing the potential for contribution to the institution and its goals.
- b) Eligibility -- To be eligible for professional leave, an employee must have completed FTE of three (3) or more years of full-time employment with SCD.
- c) Decision of the Appointing Authority -- The final decision to grant a professional leave to an employee rests with the District Chancellor. The decision must take into consideration all cost factors involved with the leave and for filling the vacated position. Professional leave requests funded with individual college funds will be reviewed and approved by the President of the college or the Chancellor for the district office. Two or more slots for professional development leave may be granted each year subject to the leave approval process defined above.
- d) Other Factors in Granting Leave -- Major factors in evaluating the request for professional leave will include cost considerations, the employee's professional leave application, demonstrated resources and feasibility of the proposal.
- e) Length of Professional Leave -- An employee may be granted professional leave for a minimum of two weeks to a maximum of one quarter.
- f) Leave Extensions -- The recipient of professional leave may request additional leave without pay beyond the approved professional leave period. Approval for any additional leave period must be obtained from the College President and District Chancellor prior to a leave extension. The College President and District Chancellor will stipulate the conditions and terms upon which additional leave will be granted.
- g) Compensation -- An employee who is granted professional leave will receive 100 percent of salary during the length of the leave.
- h) Committed Service Upon Return From Leave -- Recipients of professional leave must agree in writing to return to the SCD immediately upon completion of leave for a period equal to the length of the leave granted. If the recipient does not return to SCD employment from professional leave as specified, or following the termination of an extension of the leave without pay, the recipient will refund all pay received during the leave period.
- i) Employment by the District -- An employee who is awarded professional leave may not be employed by the SCD, with the exception that the employee may teach up to a 33% workload during the hours outside of their pre-leave approved work schedule.

- j) Status Upon Return from Leave -- At the conclusion of the approved leave the District agrees to continue such employees in the same position or comparable position, and at a salary no less than the one received when departing on leave.
- k) Written Report -- Recipients of professional leave will submit three copies of a written report concerning their professional leave activities within sixty (60) days after returning from professional leave. One copy of this report will be forwarded to the appropriate supervisor. Two copies will be forwarded to the Chief Human Resources Officer (1DO100).
- l) Fringe Benefit Status -- Employees will continue to accrue all fringe benefits during the period of any paid professional leave. Insurance and retirement contributions will continue to be made through regular payroll deductions. Employees on leave without compensation may make separate arrangements with the District payroll office to continue their benefit programs through an approved reimbursement process.
- m) Applications for Professional Leave -- Employees who wish to apply for professional leave must submit their application for employee professional leave by March 1 of each year to their appropriate supervisor who will submit the application to the College President.

**Section 12.5 — Copyrights & Patents:** The ownership of any materials, processes or inventions developed solely by an employee's individual effort, research and expense, conducted on his or her own time, shall vest in the employee and be copyrighted or patented, if at all, in his or her name.

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

In those instances where materials, processes or inventions are produced by an employee with District support by way of use of significant personnel, time, facilities or other District resources, the ownership of the materials, processes or inventions shall vest in and be copyrighted or patented by, if at all, the person designated as the owner by written agreement between the parties, prior to the production. In the event there is no such prior written agreement, the ownership shall vest in the District.

## **ARTICLE 13 - CONDITIONS OF EMPLOYMENT**

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

- a) the District expects to have funding for the foreseeable future, without any currently known or currently anticipated termination;
- b) the Employee is scheduled to work for at least an ongoing average of twenty hours per week, although that weekly schedule may periodically be modified; and
- c) is ordinarily filled through a competitive recruitment under the District's established hiring procedure.

An employee hired or placed into a position designated as regular full or part-time and has acceptable performance of his or her respective job responsibilities, adheres to District policies, and demonstrates acceptable professional/personal behavior, during the year, will maintain the reasonable expectation of continued employment with the District with the following exceptions:

1. The District may choose to non-renew the employment contract without cause, with the following severance requirements:

- a) All non-renewal decisions must be vetted and approved by the respective college President and district Chief Human Resources Officer.
- b) The affected employee will have the opportunity to present reasons why the employment contract should be continued.
- c) If “time in service” is less than two years, the affected employee would receive severance equal to one month’s pay at the employee’s regular salary.
- d) If “time in service” is two years or more, the affected employee would receive severance equal to six month’s pay at the employee’s regular salary.

The District may choose to discipline or dismiss an employee for cause, including, but not limited to, poor performance, violation of District Policies, or unacceptable professional behavior.

An employee whose employment contract is discontinued for cause would have access to the grievance procedure but would not be eligible for any severance options defined above.

**Section 13.2 — Temporary Assignment:** A time-limited position with a specific start and end date. Example: The grant provided funding for a one-year position. A temporary employee has no right or expectation of regular or continuing employment.

**Section 13.3 - Interim Assignment:** Temporarily filling a vacant position for up to twelve months unless otherwise agreed. Example: After the current Assistant Registrar retired, an employee was appointed as the Interim Assistant Registrar while the recruiting process occurred.

**Section 13.4 — Displacement/Reassignment of Regular Employees:** With the exception of grant funded positions, in the event that the District reorganizes, terminates programs, changes professional staff assignments, or otherwise needs to displace regular employees, advance notice shall be given to AFT-SPS. If changes will result in termination of professional staff employees, the District shall notify the AFT-SPS at least thirty (30) calendar days prior to the change and the following shall apply:

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

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

- a) Conviction of work-related crime;
- b) Conviction of a crime which prohibits successful performance of the job;
- c) Gross misconduct and/or insubordination;
- d) Willful and egregious violation of District rules, policies, procedures, or directives;
- e) Documented incompetence in the performance of professional duties;
- f) Neglect of duty or abandonment of position;

- g) Sexual harassment;
- h) acts of moral turpitude;
- i) Workplace violence;
- j) Knowing and willful breach of ethics;
- k) Conviction for aiding and abetting or participating in:
  - 1) Any unlawful act of violence;
  - 2) Any unlawful act resulting in destruction of Seattle College property; or
  - 3) Any unlawful interference with the orderly conduct of the education process.

**ARTICLE 14 — REDUCTION IN FORCE (RIF)**

**Section 14.1 – Declared Financial Emergencies:** If the Board of Trustees declares a financial emergency, or if the State Board for Community and Technical Colleges declares a financial emergency, Reduction in Force (RIF) procedures may be applied to professional staff positions. In such instances, professional staff employees whose positions are being reduced or eliminated will be given ninety (90) calendar days' notice with a copy to the AFT-SPS.

**Section 14.2 – Transfer within the District:** In the case of a RIF, the District reserves the right to laterally transfer candidates who meet the minimum qualifications for any vacant position within the bargaining unit to avoid layoff, with salary set at the rate for the position the employee has been performing.

**ARTICLE 15 — POSITION DESCRIPTIONS / HIRING / VACANCIES / TRANSFER /UNIT WORK**

**Section 15.1 — Position Descriptions:** All regular and part-time professional staff positions shall have a current position description. The position description will detail the position's scope, primary responsibilities, essential functions, and the assigned supervisor. A final copy must be approved by the supervisor and local HR Director.

**Section 15.2 — Hiring New Positions:** When a new position is created, the District will provide AFT-SPS with the proposed job description. If the AFT-SPS feels a position should be included in the bargaining unit, the AFT-SPS will request a meeting with the District to discuss their concerns.

**Section 15.3 — Search Committees:** At least one regular professional staff employee shall be considered for inclusion on relevant search committees.

**Section 15.4 — Notice of Vacancies:** The District will post regular positions for a minimum of seven (7) calendar days, including e-mail notice to all professional staff employees.

**Section 15.5 - Unit Work:** The District will notify the AFT-SPS in the event that an AFT-SPS position/work is being considered for removal from the bargaining unit.

## **ARTICLE 16 — PERSONNEL FILE**

**Section 16.1 — General:** The District shall retain one official personnel file for each employee. This file shall reside in the District Human Resources Office. No other official personnel file shall be maintained by any officer or administrator of the District. This provision shall not preclude the maintenance of all lawful payroll records by the business office or maintenance of other essential records by appropriate personnel for the operation of the District. An electronic facsimile of personnel file documents such as leave slips, notices of assignment, and performance evaluations in lieu of actual documents may be kept.

**Section 16.2 — Placement of Material in the File:** Material concerning any employee may be placed in the personnel file after the employee has been notified and has been given an opportunity to read, append or answer any charges, complaints, or statements, and sign and date the material. Such signing signifies acknowledgement, but does not imply agreement.

**Section 16.3 — Removal of Adverse Material:** After two (2) years from the date of placement of adverse material in the personnel file, if there has been no action/complaint of the same nature, the adverse material shall be removed upon request of the employee. The College President or designee shall consider a written request for the early removal of adverse material and advise the requesting party in writing of the action taken. The decision of the College President will not be subject to the grievance procedure.

**Section 16.3.1 — Timeliness:** Adverse material more than two (2) years old shall not be used for disciplinary purposes unless there have been complaints of the same nature during those two (2) years.

**Section 16.4 — Right to Review & Make Copies:** Each employee shall have the right to review the entire contents of his or her personnel file, except for confidential materials. Upon the employee's request, an AFT-SPS representative or another representative chosen by the employee may accompany him or her to review the personnel file. The contents of the personnel file, except for confidential materials, shall be available for photocopying in the presence of the person in charge of the file, the Professional Staff employee, and his/her representative.

**Section 16.5 — Operational Files:** Administrators may keep operational files on individual employees. Additional employee files may include supervisory, attendance, and payroll information. Employees have the right to review operational files as provided for in Section 16.4.

## **ARTICLE 17 — PERFORMANCE EVALUATIONS**

**Section 17.1 — General:** The District will conduct an employee's annual performance evaluation.

**Section 17.2 - Purpose of Evaluations:** The performance evaluation process will be a participative and collaborative process for:

- a) reviewing the employee's past performance
- b) establishing future performance expectations
- c) recommending training/development needs

- d) identifying other organizational support that the employee may need

**Section 17.3 — Workload Review:** The current job description and the employee's workload will be reviewed during the annual performance evaluation.

**Section 17.4 — Plan for Improvement:** In the event an evaluation shows areas in need of further development, the employee and supervisor may proceed with the development of a plan for improvement designed to strengthen the areas identified. The plan for improvement will be developed jointly and may include desired outcomes, a timeline for evaluating progress and the resources available.

**Section 17.5 — Disciplinary Action:** Performance evaluations shall not be used to initiate disciplinary action.

**Section 17.6 — Retention:** Performance evaluations will be retained in an employee's personnel file.

**Section 17.7 — Employee Copy:** An employee will receive a copy of the completed performance evaluation.

## **ARTICLE 18 — INSURANCE & PENSION BENEFITS**

**Section 18.1 — Medical Insurance Benefit:** The District will contribute an amount as determined by the Public Employees Benefits Board (PEBB) annually for benefits in calendar year 2014 and thereafter. The District shall deduct any employee contributions necessary to fully fund PEBB coverage. As determined by the PEBB, this insurance may include dental, life and long-term disability insurance coverage.

**Section 18.2 — Retirement Benefit:** The Teacher's Insurance Annuity Association and College Retirement Equity Fund (TIAA/CREF) and the Washington Public Employees Retirement System (WPERs) are available to employees; however, if an employee has been a member of the Washington State Teachers Retirement System (WSTRS) the employee may choose to remain on that prior plan. The specific standards for eligibility have been established and the Employee Services Department is responsible for making the information available to employees.

## **ARTICLE 19 — HEALTH / SAFETY**

**Section 19.1 — Safety Committee:** Washington Industrial and Safety Health Act (WISHA) standards and procedures shall be conspicuously posted and adhered to at each college campus and district office. The Professional Staff representative(s), recommended by the AFT-SPS President, will serve as a representative of the AFT-SPS on the College Safety Committee.

**Section 19.2 — District's Role:** In partnering with AFT-SPS to provide a safe environment, the District will take appropriate steps to mitigate the danger and provide a threatened employee with information regarding what response(s) are planned or have been taken.

**Section 19.3 — Employees' Role:** In partnering with the District, employees shall endeavor to avoid unsafe work practices and agree to aid the District wherever possible in promoting a healthy and safe environment in the workplace.

**Section 19.3.1 — Reporting Hazardous Conditions:** Hazardous or unsafe work conditions shall be reported to a supervisor or another administrator. The affected employee shall not be required to resume work in the area or perform the hazardous task until the hazard or condition is corrected. A request to leave or move to a temporary alternate worksite may be granted by the employee's immediate supervisor.

**Sections 19.3.2 — Reporting Safety Issues:** Employees are encouraged to report to Campus Security circumstances and/or individuals which may present a threat anywhere on campus. Campus Security personnel will investigate and report the incidents as needed. Employees should additionally report the threat to their supervisor. If the supervisor is the threatening party, the employee should report the event to Security and the Director of Human Resources.

**Section 19.4 — Workplace Violence / Hostile Work Environment:** The District is committed to its employee's safety and health. As such, workplace violence or a hostile work environment will not be tolerated.

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

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

Employees are encouraged to come forward with their concerns or complaints about workplace violence or a hostile work environment. Immediate and appropriate action, as described in the complaint procedure, will be taken to resolve complaints. Retaliation against any individual for making a complaint or cooperating in an investigation will not be tolerated.

**Section 19.5 — Non-Discrimination:** Neither the District nor the AFT-SPS shall discriminate against any employee on the basis of race, creed, color, national origin, sex, sexual orientation, sexual identity, disabling condition, marital status, age, religious or civil affiliation, or presence of any physical, sensory, or mental disability, or veteran status.

**Section 19.5.1 — Workforce Diversity:** The District and AFT-SPS recognize and reaffirm their support and commitment to the concept of Workforce Diversity.

## **ARTICLE 20 — TRAVEL / PARKING**

**Section 20.1 — Travel:** Employees required to travel in order to perform their duties will be reimbursed within thirty (30) days for any authorized travel expenses after receipt of the properly completed Travel Expense Voucher (e.g., mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management and the District policies.

**Section 20.2 — Parking:** The District provides on-campus parking for employees in accordance with the Commute Trip Reduction Program. Employees who are employed at more than 50% of full time for more than 6 months shall have the opportunity to purchase parking permits through payroll deduction. Appropriate parking permits shall be issued to all employees of the District who purchase parking.

**Section 20.2.1 — Parking Fee Increases:** The impact of changes to parking fees shall be bargained with AFT-SPS prior to implementation.

**ARTICLE 21 — Savings Clause**

**Section 21.1 — Partial Invalidity:** If any provisions of this agreement shall be found in violation of the law or invalid by any court or administrative agency of competent jurisdiction, such provision(s) shall be deemed invalid. The remainder of the Agreement will remain in full force and effect. AFT-SPS and the District will meet for the purpose of re-negotiation of any Article or portion of this Agreement found to be in violation of the law or invalid. Such request by either party shall be in writing within sixty (60) calendar days of an article or section being found in violation of the law.

**Section 21.2 — Release Time For Negotiations:** Employee(s) on the AFT-SPS bargaining team shall be given reasonable time during work hours to participate in negotiations, without loss of pay or other benefits, provided this release time does not interfere with the day-to-day operations of the institution.

**Section 21.3 — Distribution of Agreement:** An electronic copy of the Agreement shall be posted to the District web site.

**Section 21.3.1 — New Hires:** Newly hired employees shall be provided with the link to this Agreement.

**Section 21.4 — Term of Agreement:** The term of this Agreement shall be from July 1, 2015 through June 30, 2018.

**Section 21.5 — Successor Agreement:** Either party may request negotiations of a Successor Agreement by notifying the other party in writing prior to expiration. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

**Section 21.6 — Wage Reopener:** In the event the legislature authorizes or allocates funding for salary increases for exempt employees, this Agreement shall be reopened for the limited purposes of bargaining the distribution of such funds.



SIGNED this \_\_\_\_ day of \_\_\_\_\_, at Seattle, Washington.

FOR THE AMERICAN FEDERATION OF TEACHERS, SEATTLE PROFESSIONAL STAFF,

\_\_\_\_\_  
Coryl Celene-Martel

\_\_\_\_\_  
Darrell Jamieson

\_\_\_\_\_  
Nancy Moulton

\_\_\_\_\_  
Mickey Richardson

\_\_\_\_\_  
Robert Sullivan

\_\_\_\_\_  
Dan Tarker

FOR THE BOARD,

\_\_\_\_\_  
Jill Wakefield

Chancellor, Seattle Colleges Board of Trustees