

2022-2025

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GHC shall furnish to the Union a copy of the approved District budget upon request. The Union President or designee may comment on the District budget. AFT Professional Exempt Employees will be recognized on the agenda for Board of Trustee meetings in the same manner as other represented groups at the college.

List of Representatives: The Union will provide GHC with a written list of the names of each current union representative.

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

<u>Paid Release Time:</u> Union representatives will be granted a reasonable amount of time during their normal working hours to address contractual issues without loss of pay.

- A. The represented professional exempt employees and their representatives shall have the right to use GHCs buildings for meetings related to the representation of the bargaining unit.
- B. No charge shall be made for the GHCFT's use of GHC rooms. Equipment owned or rented by GHC may be used by represented professional exempt employees for their own purposes to the extent permitted by law.
- C. The represented professional exempt employees shall pay for the actual costs of photocopies, longdistance telephone calls, mailing costs, supplies, and materials used.
- D. The represented professional exempt employees and their affiliates shall have the right to post notices of its activities and matters of represented professional exempt employees concern on GHC

<u>Definition of Grievance</u>: A grievance is a complaint concerning any condition, action, or lack of action on the part of GHC that the Union 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.

Grievance Consolidation:

Union representative within) seven (7) days after the meeting. The Union representative shall acknowledge receipt of the response. If the response does not grant the remedy requested, the human resources designee shall include an explanation.

Step 2 – Vice President's Review.

The Union, in its sole discretion, may move to the next step by filing it with the Human Resources Office within twenty (20) calendar days if not satisfied with the Step 1 response. Within fifteen (15) calendar days, ignee shall meet with the Union representative and the grievant(s) and will respond in writing within) seven (7) calendar days after the meeting. 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 Union is not satisfied with the response of the Vice President or designee, the Union may move to the endar days

following receipt of the step 2 response. 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 Union 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 the Union 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.

The proceedings of any mediation or PARM will not be reported or recorded in any manner, except for written agreements reached by the parties during the course of the mediation or PARM. Unless they are independently admissible, statements made by or to the mediator, or by or to any party or other participant in the mediation or PARM, may not be:

- 1. Later introduced as evidence;
- 2. Made known to an arbitrator or hearings examiner at a hearing; and/or
- 3. Construed for any purpose as an admission against interest.

Step 5

- 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 limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it; and 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.
- K If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
- L If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for one-half (1/2) of the costs of the fee for the court reporter, the original transcript and a copy.
- M. Each party is responsible for the costs of its attorneys, staff representatives, and all other costs related to the development and presentation of their case. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if they appear during their work time. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the shop steward.
- N. If, after the arbitrator issues their award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the additional expenses of the arbitrator.

<u>Alternate Arbitration Procedure:</u> 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 ROW 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 ng. The

parties will meet as expeditiously as possible.

Present at the hearing will be a Union 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

Leave without pay may be allowed for reasons such as:

- Disability

- Educational pursuit
- Leave for government service in the public interest
- Parental leave
- Family or household care emergencies
- To accommodate annual work schedules of employees occupying cyclic year positions
- Serious health condition of an eligible employee's child, spouse, or parent
- To mitigate the consequences of victims of domestic violence, sexual assault or stalking

Requests for planned leave without pay must be submitted in writing and approved by the appropriate supervisor.

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.

An employee will return to work at the same rate of pay in the same or comparable position and in the same geographical area.

In accordance with ROW 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. GHC may request leave requested under this section be supported by verification in accordance with WAC357-31-730.

Fulltime exempt employees shall be granted four (4) days of paid personal leave per contract year. The purpose of the leave is to provide opportunity to conduct necessary personal business not covered under sick leave provisions. Said leave is not cumulative, and employees may not be compensated for unused personal leave. Employees intending to take a day of leave shall consult with their supervisor as far in advance as reasonably possible. This leave shall not be charged against any other leave account.

A full-time employee shall accrue one (1) -

When GHC determines that operations of all or part of the institution shall be suspended or close campus, 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 GHC and campus internal channels.
- B. For suspensions occurring during the work day, employees will be notified via the campus alert systems.

PARTIAL-DAY EMERGENCY OR DESIGNATED CLOSURE

In the event of a partial-day closure, employees may be required to return to work.

SUSPENDED OPERATION

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.

ESSENTIAL EMPLOYEES

GHC may designate essential employees who may be required to work remotely or on site during a period of suspended operation. Other employees may be notified of their need to work during suspended operations, dependent on operational needs. Any employee designated essential and required to work on campus during a period of suspend operation shall accrue a personal holiday for every day they are required to work on campus during the period of suspended operation.

The Employer and the Union are committed to diversity, equity, and inclusion in the workplace.

Under this Agreement, discrimination against employees on the basis of religion, age, gender, sex, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, gender expression, gender identity, or the presence of any real or perceived sensory, mental or physical disability, genetic information, being a victim of domestic violence, sexual assault, or stalking, citizenship, immigration status or because of the participation or lack of participation in union activities is prohibited, and no unlawful harassment will be tolerated.

Employees who feel they have witnessed or been the subjects of unlawful discrimination, harassment or hostile work environment are encouraged to bring such issues to the attention of their supervisor or the Human Resources Office, or to file a complaint in accordance with GHC policy.

When a complaint is received, the GHC will determine the appropriate form of investigation, if any, and take appropriate action. At the conclusion of the investigation, the complainant employee will be provided with a notification that the investigation is completed and the investigated employee will be provided with both a notification that the investigation is complete and information on the investigation outcome.

Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.

The Employer agrees to provide training and the Union agrees to support and encourage participation in training to positively accept the diversity that exists in the workplace and to understand as well as to prevent all forms of discrimination.

The College and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate be

<u>Safety Committee:</u> Washington Industrial and Safety Health Act (WISHA) standards and procedures shall be conspicuously posted and adhered to at GHC. The Professional Staff representative(s) recommended by the Union will serve on the College Safety Committee.

Appointments to exempt positions at the College will be offered a contract that lasts from their appointment until June 30 of the calendar year. Appointment contracts of full-time exempt positions after the initial appointment year will be from July 1 through June 30 each year.

An employee hired or placed into a position designated as regular full or part-time and has acceptable job performance, adheres to GHC policies, and demonstrates acceptable professional/personal behavior, will maintain the reasonable expectation of continued employment with GHC subject to the nonrenewal provisions of 15.8.4.

Employees hired into grant-

- Funding available.

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Overtime shall be paid at the rate of time and one half for all overtime eligible employees covered by this Agreement.

Scheduled Increases:

GHC will adjust salaries on the exempt salary schedule for all represented professional staff employees and all wage scales up by 3.25% effective July 1, 2022.

All such increases authorized and funded by the state legislature shall be implemented by GHC during the term

Paid Family Medical Leave

Beginning July 1, 2023, the College will pay both the employee and the employer portion of the Washington Paid Family and Medical Leave premium for exempt union employees.

Longevity Steps Increases:

On July 1, 2023, and ongoing thereafter, GHC will implement longevity increases for all professional exempt employees, as follows:

- At least 5 years service: 2% increase over base salary.
- At least 10 years service: 4% increase over base salary.
- At least 15 years service: 6% increase over base salary

Longevity increases will not be included as part of the base pay for purposes of calculating the COLA amount. Longevity increases will be added to the new base pay amount after any COLA has been applied.

Longevity for the purposes of this section is defined as time spent in an exempt position at Grays Harbor College.

Prior to any significant change in working conditions or other terms of employment, the Union will be provided thirty (30) calendar

subject to a demand to bargain either for content or impact.

- A. GHC will approve paid release time for up to four (4) employee representatives who are scheduled to work during the time negotiations are being conducted, provided the absence of the employee will not interfere with the operating needs of GHC.
- B. No overtime or compensatory time will be incurred as a result of negotiations and/or preparation for negotiations.
- C. The Union is responsible for paying any travel or per diem of employee representatives. Employee representatives may not use a state vehicle to travel to and from a bargaining session, unless authorized by GHC for business purposes.
- D. Employee representatives referenced in this Section include shop stewards and other bargaining unit employees.

