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Agreement between the Washington Federation of State Employees, AFL-CIO and the Evergreen State College, 1987-1989

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Union

Local Washington Federation of State Employees ("AFL-CIO")

Occupations Represented
Office and administrative support worker supervisors and managers
Office clerks, general

Bargaining Agency Evergreen State College

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1987 **EndYear** 1989

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Notes

Contact

Full text contract begins on following page.

Union Contract

Signed and dated on this day of 1987.

For The Union:

Gary Moore, Executive Director
Karen Block, Committee Member
Rick Harvey, Committee Member
David Malcolm, Committee Member
Chuck McKenney, Committee Member
Evalyn Poff, Committee Member
Tom Bartlett, Area Representative

For The Employer:

Allan M. Weinstein, Secretary (Board of Trustees)
David K. Y. Tang, Chairman (Board of Trustees)

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PREAMBLE

PREAMBLE

Pursuant to provisions of RCW 28B.16, Higher Education Personnel Law, and WAC 251-14 of the Higher Education Personnel Board Rules, this constitutes an agreement between the Board of Trustees of The Evergreen State College, hereinafter called the Employer and the Washington Federation of State Employees, AFL-CIO, hereinafter called the Union.

The parties agree that it has been and will continue to be in their mutual interest and purpose to promote effective employee/employer cooperation; to provide fair and reasonable working conditions, to ensure effective methods for the prompt adjustment of differences, misunderstandings and disputes; and, as required by state law and HEPB rules, to provide for meaningful collective bargaining between the Board of Trustees and the Union over matters that the Board of Trustees may lawfully exercise discretion.

Article 1 - Union Recognition

The Employer, in accordance with action by the Higher Education Personnel Board on May 21, 1982 (oral) and with order signed by the Higher Education Personnel Board dated June 29, 1981, under provisions of HEPB Rules, WAC 251-14-040, and by certification by the Director, Higher Education Personnel Board on July 31, 1981 (Exhibits A, B, and C, respectively) recognizes the Washington Federation of State Employees, AFL-CIO as the exclusive representative of all employees in The Evergreen State College Bargaining Unit.

The unit to which this agreement is applicable, was defined by the Higher Education Personnel Board on June 29, 1981, and modified on February 18, 1982 or as may be subsequently amended. This unit presently includes all classified employees allocated to non-supervisory classes and permissive supervisory classes where the positions do not carry supervisory responsibilities in the following organizational sections:

- * Section 07 - Business Services;
- * Section 08 - Computer Services;
- * Section 12 - Facilities;
- * Section 13 - Library;
- * Section 14 - Campus Recreation;
- * Section 17 - Student Services;
- * Section 18 - Bookstore;
- * Section 21 - Academic Deans;
- * Section 23 - Instructional Faculty Support;
- * Section 28 - Cooperative Education.

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Article 2 - Union Membership Orientation and Representation

Pursuant to RCW 28B.16 and by certification of the Higher Education Personnel Board as set forth in Exhibit B, a bargaining unit exists. In recognition of the Union Shop, as certified by the Higher Education Personnel Board in accordance with WAC 251-14, Collective Bargaining, all employees included within the bargaining unit shall become members of the Union or arrange to pay the Union a fee equivalent to the Union's regular monthly dues within thirty (30) calendar days following the employee's date of employment. Membership dues for all eligible employees shall be collected by the appointing authority through payroll deduction upon authorization by the employee on the prescribed forms supplied by the Union. The Employer shall provide for payroll deduction of Union dues upon authorization by the employee. Payroll deduction authorization cards submitted to the Employer by the fifteenth (15th) day of the month shall be recognized as effective for that month. In order to cancel the payroll deduction, and employee must file a written notice with the Payroll Office and the Union (Washington Federation of State Employees, 1212 Jefferson Street, Suite 300, Olympia, WA 98501) thirty (30) days prior to the effective date of such cancellation. Once each month, the Employer will transmit to the Union a copy of the current payroll deduction list for those in the bargaining unit. The Union will be provided a copy of new employee letters for those in the bargaining unit, and a copy of this contract will be mailed with each new employee letter. Twice each year, the Employer will provide to the Union a list of all employees in the bargaining unit upon request.

As part of their orientation, all new employees when hired in a position

included in the bargaining unit, will be informed by the Employer of the Union's exclusive recognition, advised of the requirement for membership in this Union Shop, and provided with a copy of this Agreement and a Union membership application.

The Employer recognizes the right of the Union to designate Union Stewards who shall be permitted to devote reasonable amounts of time during normal working hours to investigate complaints and process grievances, and to carry out their representational responsibilities as provided for in this agreement.

Time off for processing grievances shall be granted to a union steward by his/her supervisor following a request, but consideration shall always be given to the current job responsibilities. If permission for time off cannot be immediately granted, the supervisor will arrange for time off at the earliest possible time thereafter. Grievances that result from working conditions that risk an employee's safety shall be given priority over job responsibilities.

The Union shall prevail upon all employees in the bargaining unit, and especially union stewards, to make a diligent and serious attempt to resolve complaints at the lowest possible level. The Employer, likewise, shall prevail upon its supervisory personnel to cooperate fully with the Union stewards and other Union representatives in the speedy resolution of any grievances that may arise.

Union stewards shall normally process grievances within their area of jurisdiction.

The Union agrees to periodically submit an up-to-date list to the Office of Employee Relations indicating the names of all Union Stewards and alternates, their work locations and jurisdiction. In any event, said list shall be submitted at least annually and changes will be submitted as they occur.

The parties understand that the employee and employer most often will resolve their concerns informally, but the parties recognize the right of the Employee to request representation on any matter of concern adversely affecting their conditions of employment. To that end, whenever practical the employee and/or representative shall advise the supervisor that representation will be present so that the supervisor will be able to arrange other appropriate representation to meet with the aggrieved employee(s). The Area Representative(s) to the College will make every attempt to notify the Employee Relations Office of their intended visit. If a critical operation is in process, the Area Representative may be asked to delay the contact.

Area Representative(s) visiting college facilities shall engage in organizing activities only during non-work periods and in areas that will not disrupt work or other college activities.

Article 3 - Non-discrimination

It is agreed that the Employer and the Union are obligated to provide equality of opportunity, consideration and treatment for all employees in the bargaining unit in all phases of the employment process.

The parties individually agree that they will not engage in any act or practice or pursue any policy which results directly or indirectly in coercion or discrimination against any employee because of age, sex, race, national origin, handicap, color, creed, marital status, religion, sexual orientation, or political beliefs, (as those phrases are defined in 42 USE 20000e and RCW 49.60 et. seq.).

The Employer and the Union agree on the need for an affirmative action approach within the concepts of Executive Order 81-02, Chapter 174-109 WAC and the Higher Education Personnel Board Rules to review and correct inequities where they exist in the employment and promotional process.

Members of the bargaining unit agree to work within the Union to promote affirmative action goals and principles.

The members of the bargaining unit may contact the agency personnel office or payroll office without restraint or reprisal in regard to any matter appropriate to either office.

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Article 4 - Employee Rights

The off-campus private and personal life and activities of the employee are not legitimate grounds or cause for disciplinary, discriminatory or other comparable actions initiated by the Employer unless representing a conflict of interest as set forth in state law or unless directly detrimental to the employee's work performance. In the event of charges or complaints made to the Employer against any employee, except where there is a clear and immediate danger to persons or property, no Employer disciplinary actions shall be initiated in response to such charge or complaint until the employee has been apprised of the allegation and has had reasonable opportunity to respond; in which instance, the employee shall be informed of the identity of the person or parties making such charges and allegations.

If the Employer determines to bring disciplinary action against an employee for any reason, the employee shall be apprised of rights of appeal, WAC 251-10-120, and rights of representation as provided for in this Article and Article 12 - Grievance Procedure, of this contract. Also, at the time that the employee is apprised of a pending disciplinary action, the Union representative will be advised in time to provide representation.

Each employee or designated representative (with written authorization from the employee) shall have access to the employee's personnel file and shall be supplied a free initial copy of any material.

Each employee shall have only one official personnel file, which shall be confidential, in the Personnel Office at The Evergreen State College. All other files that contain employee information shall be for record keeping purposes and shall not be considered to be a personnel file. Therefore, any material not in the official file shall not be used for personnel action - e.g. promotions, suspension, disciplinary action.

Personal notes maintained by supervisors are not considered to be files. However, supervisor notes shall be considered to be invalid after the employee's evaluation has been prepared.

All material of a derogatory nature must be shared with the employee before being entered into any file regardless of the custodian of these records - (including payroll, departmental unit, or personnel offices), with the exception of material obtained through assurances of confidentiality at the time of original appointment.

Material to be inserted in an employee's personnel file shall first be shown to the employee. The employee shall be given the opportunity to read the material and to respond appropriately by written rebuttal and/or to challenge the appropriateness or validity of including the material in the file. The employee may grieve the material through the grievance procedure - Article 12 of this Agreement.

After one year an employee can request the removal of any non-routine adverse document from the official and/or department file(s). If the request is denied, the employee is guaranteed due process for removal.

Article 5 - Union/Management Meetings

The purpose of this article is to establish an orderly procedure for initiating discussions when either party anticipates or desires changes in the working conditions, affecting the employees covered by this agreement. These discussions shall take place sufficiently in advance of intended implementation, to provide the Union time to consider the issues, develop a position, and/or advance alternative proposals. There is hereby established a joint Union/Management Committee. The Committee shall be composed of not more than five (5) representatives designated by the Union, plus not more than two (2) staff members of the Union, the chairperson designated by the President of the College, and members of the college staff, not to exceed the number of Union representatives and staff.

Meetings of the Union/Management Committee may be requested by either party and shall be scheduled at a mutually agreeable time, but not later than fifteen (15) working days from the date the request is made. Requests for such meetings shall be made in writing and shall contain subjects for discussion. Such agenda items may be supplemented by additions from the other party. The Employer shall furnish the Union with a copy of the final agenda five (5) working days prior to the date of the meeting when practical. The agenda shall be limited to items which are of a group nature rather than issues of individual interest and concern.

Minutes will be taken by a person designated by the chairperson. The minutes shall consist of the topics discussed and disposition of each. Copies of the minutes shall be reviewed and signed jointly by the chairperson and a member of the staff of the Washington Federation of State Employees, AFL- CIO, who participated in the meeting. These minutes shall be available for signature no later than ten (10) working days from such meeting. The disposition of matters covered in the Union/Management meeting shall not contradict, add to, or otherwise modify the terms and conditions of this basic agreement. Neither party shall make unilateral changes in the items of agreement.

Nothing in this article shall be construed so as to require the parties to reach agreements, however, agreements reached will be supported by the parties. Matters unresolved by the Union/Management Committee, which meet the definition of a grievance as defined in Article 12, may be submitted

for review and resolution at a step under Article 12 - Grievance and Arbitration Procedures, that is mutually agreeable to both parties. If there is no mutual agreement, the grievance should begin at Step One.

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Article 6 - Shift Schedules

The matter of schedules shall be appropriate items for the joint Union/Management Committee meeting. Supervised shift work assignments shall be based on employee seniority: employees with longest term of service at The Evergreen State College to receive choice of shifts when comparable duties are involved. Units working on rotation shift assignments are excluded from the above provision.

Article 7 - Hours Of Work and Overtime

Standard Workday/Regular Work Schedule

The standard workday for full-time bargaining unit employees shall consist of eight (8) hours work within a 24-hour period with a minimum of thirty (30) minutes for the meal period on the employee's own time. The regular full-time work schedule shall consist of five (5) consecutive days within a seven (7) day period. When the industry standard provides that employees may be required to take their meal at the work station, this provision shall not apply.

Part-Time Schedule

A part-time schedule is any deviation from the full-time schedule which includes twenty (20) or more hours per week but less than forty (40) hours per week in seven (7) consecutive days. Except in cases of an institutional emergency, part-time employees will not be expected to work in excess of eight (8) hours a day.

Alternate Work Schedule

Operational necessity or employee convenience may require positions and/or classes that are normally designated regular work schedule to work on alternate full-time forty (40) hours work schedule (other than five (5) workdays of eight (8) hours in a seven (7) day period), e.g. 4-40 or other approved flex-time schedule).

Institution Work Week

Evergreen has a work week that begins on Sunday at 12:00 a.m. midnight and ends on Saturday at 11:59 p.m.

Schedule Changes

Changes to a scheduled work period employee's assigned hours may be made under the following condition(s):

- (1) For temporary changes of work hours within the assigned week:
 - (a) By providing two calendar days notice to the employee. (The day notification is given constitutes a day of notice); or
 - (b) Because of emergency conditions; or
 - (c) When the change is requested by the employee and approved by the employing official; or

(d) For operational convenience (instances where the conditions above do not exist), in which case the employee shall have the right to work his/her regularly assigned schedule in addition to the modified schedule (in accordance with the provisions of WAC 251-09030) unless:

(i) There is not work; or

(ii) There is a safety hazard to the employee or others; or

(iii) The resulting total hours worked would exceed one and one-half of the employee's regular shift.

(2) For changes in work hours or shift extending beyond seven calendar days for an indefinite period:

(a) By providing seven calendar days notice to the employee. (The day notification is given constitutes a day of notice); or

(b) Because of emergency conditions; or

(c) When the change is requested by the employee and approved by the employing official; or

(d) For operational convenience (instances where the conditions above do not exist), in which case the employee shall be paid premium pay (at time and one-half) for each hour outside of the regular shift (pro rata for part-time employees) for a maximum of seven calendar days from the date of the notice of the schedule change.

Call Back Pay

When a scheduled work period employee has left the institution grounds and is called to return to the work station outside of regularly scheduled hours to handle emergency situations which could not be anticipated, he/she shall receive two hours bonus pay plus time actually worked.

The bonus pay shall be compensated at the regular rate; time worked shall be compensated at time and one-half. Time worked immediately preceding the regular shift does not constitute call back, provided time worked does not exceed two hours or notice of at least eight hours has been given. An employee on standby status called to return to the workstation does not qualify for call back pay.

Rest Periods

Employees in the bargaining unit shall be granted a rest period within each half of the workday, not to exceed fifteen minutes for each four (4) hours of work time.

Overtime

Employees qualify for overtime compensation under the following conditions:

(1) For regular work scheduled full-time employees, work in excess of eight (8) hours in a workday or forty (40) hours in a workweek;

(2) For part-time employees, work in excess of forty (40) hours in a workweek.

(3) For alternate work scheduled full-time employees, work in excess of the assigned work shift, or work in excess of forty (40) hours in a workweek.

(4) All time that the employee is in a pay status, such as sick leave or vacation leave, shall be used for purposes of calculating the workday and workweek.

(5) Overtime work must be approved in advance by the Employer and shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate. In lieu of overtime payment, the employee may request equal compensatory time off. Such compensatory time off shall be granted at a time which is mutually acceptable to the employee and supervisor.

(6) Employees in excepted positions will be compensated for work in excess of an average of fifty (50) hours a week in any month at time and one-half. (WAC 251-09-030 (6)) All overtime work by excepted employees requires prior approval by the respective supervisor.

(7) Whenever overtime work is required, supervision, shall determine the employees needed to work, such overtime on the basis of their qualifications and availability. It shall be the supervisor's responsibility to distribute overtime equally among qualified and available employees within the work unit.

(8) A record of overtime hours worked by each employee shall be kept by the Employer, and such record of overtime may be reviewed upon request by the Union.

(9) Overtime shall be compiled on a monthly basis and, if salary payment is made, shall be paid to the employee no later than the fifteenth day of the month following the month in which it was accrued, provided the Employer's Payroll Office has received the time cards authorizing overtime payment by the first day of said month.

(10) Compensatory time may be accumulated during a biennial period, but ordinarily shall be liquidated before biennial closing, June 30. Usage of accumulated compensatory time may be directed by the supervisor within the last 60 days of a biennium. Exceptions to usage at biennial closing shall be possible by written petition to the appointing authority in the unit.

Article 8 - Performance Evaluation Performance Evaluation:

(1) Performance evaluations shall be conducted not less than annually for each employee and shall be signed by the immediate supervisor before being presented to the employee.

(2) A discussion of the evaluation shall be held at the time of the employee's receipt. The employee may at that time choose to retain a copy of the evaluation for further consideration or drafting a response. Further

discussion of an evaluation and employee's response shall be scheduled at a mutually agreeable time within ten (10) working days of original receipt of evaluation. If discussion results in a change in ratings, a new evaluation shall be prepared reflecting the agreed upon ratings and shall be signed by all parties to the evaluation.

(3) Copies of final evaluations, responses and related documents shall be filed immediately in the employee's official personnel file.

(4) Employees shall be advised of their rights as guaranteed in this article and under Article 4 Employee Rights.

(5) The Employer and the Union agree to insure the confidentiality of discussion related to performance. Discussions of performance or alleged lack thereof shall be confined to the supervisor and those legitimately a party to the performance evaluation procedure. Examples of those legitimately a party to the procedure include:

- * Employee
- * Shop Steward
- * Area Union Representative
- * Council Attorney
- * Supervisor
- * Department Head
- * Appointing Authority
- * Personnel Director
- * Assistant Attorney General
- * Outside Counsel or Other Representative

(6) Position descriptions for each employee will be reviewed and/or revised when appropriate on a yearly basis at the time of evaluation. The originals of both the evaluation and position description are to be placed in the employee's official file in the Personnel Office with any rebuttal deemed necessary to be attached.

Article 9 - Career and Promotional Opportunities

The Employer and the Union recognize the need for development and training of employees to fulfill requirements for qualified staff to maintain efficiency of operations and service. Both parties subscribe to the principle of career ladders and development of the employees to prepare them for advancement whether or not such advancement is within the service of The Evergreen State College.

The Employer agrees to assume the responsibility to offer training to employees in a wide range of areas including career opportunities, personnel administration and relations as college resources permit.

The Union will be provided with copies of employment opportunity bulletins for classified employees. To provide for fair and equitable opportunities, employment bulletins shall be mailed to an employee in each of the buildings and sections of the Bargaining Unit on campus. Further, this employee in each section and building will be given the responsibility for posting the announcements on designated bulletin boards.

Employees assigned to a job grouping or series shall each receive a copy of all promotional position announcements in their assigned job groupings or series, e.g. Maintenance Mechanic I's would receive all promotional announcements for skilled trades positions; Office Assistant II's would receive all promotional announcements for Secretary I, II, and III, as well

as the Office Assistant III's and Program Assistants.

The employer shall maintain a referral system for employee requests for transfer, voluntary demotion, promotion. When a vacancy occurs, first consideration will be given to all potential internal candidates before a determination is made as to how to recruit for the position. Should the Employer decide to interview transfer/demotion candidates, all such candidates who have expressed an interest in the position will be interviewed. All such candidates who are interviewed, but not appointed, will be notified by the Employer of the decision.

Promotional opportunity bulletins will be open for a minimum of nine calendar days. In the event the employer determines there may not be enough promotional candidates for a complete promotional register, Employee Relations may post simultaneously open-competitive opportunity bulletins to establish the necessary register.

A Staff Development Committee shall be charged to ensure that employees have a voice in the use of institutional funds allocated for staff development. The committee membership shall be composed of nine members, two of whom shall be chosen by the Union. Every effort shall be made to have a balanced representation of parts of the College, gender, and ethnicity. The committee shall be chaired by the Director of Employee Relations. Distribution of funds shall be based on an annual survey of campus employees and further based on affirmative votes of the majority of the committee. The distribution of funds shall be on a quarterly basis after a call for applications for funds, the committee will notify the campus and the Union of the projects and programs on which the funds were expended the previous quarter.

Priority for funding shall take into account institutional skill requirements, longevity of employment, alternative funding sources available to the applicant, applicability of the proposal to the employee's current position and promotional ladder, and length of time since the employee has received a development opportunity.

Recognizing that worthwhile academic offerings take place during the work day, Evergreen encourages its employees to participate in educational offerings. To facilitate such participation, EAC 174-112 will govern release time for permanent classified employees. There may be situations where an employee cannot be released. When negotiations fail, the grievance procedure should be followed. The release time policy may be a subject for discussion at Union/Management Committee meetings.

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Article 10 - Safety

All work shall be performed in conformity with applicable safety standards called for by the Washington Industrial Safety and Health Act (WISHA) and approved and adopted by the Department of Labor and Industries. Any employee who is given a work assignment which he/she has reason to believe may require unsafe procedures shall immediately notify a supervisor or shop steward and shall not be required to perform an allegedly unsafe assignment until the condition has been reviewed by a Union Steward and a higher level of supervision. If the matter is not resolved satisfactorily, the supervisor or employee may request a decision from the Department of Labor

and Industries.

Employees in the bargaining unit shall report immediately to their supervisor any apparent unsafe working conditions. Employees shall use required safety devices and perform work according to required safety procedures.

Joint employee/employer safety committee(s) shall be formed in accordance with WISHA requirements. Bargaining unit employees shall be appropriately represented on any departmental safety committee(s) dealing with bargaining unit work and work areas.

In accordance with WISHA requirements the Employer and the Union shall work together to annually conduct elections to elect bargaining unit employees to the committee(s).

Article 11 - Leave For Union-Sponsored Activities

The Employer agrees to allow employees selected or elected by the Union time off with no loss in pay, to attend union-sponsored activities dealing with education and training of employee representatives in the administration of this agreement, Higher Education Personnel Board rules, The Evergreen State College rules or regulations, and the State Higher Education Personnel Law.

* A. Union designated stewards and alternates shall be allowed eight (8) hours per year per steward/ alternate without loss of pay to participate in the Union Steward training program. Such time off must be approved by the Employer and will be contingent upon the employer's ability to provide adequate personnel for proper work coverage during the requested time off. The Union shall submit to the Employer, at least two (2) weeks in advance, the names of those union stewards/alternates whom the Union wishes to have attend a particular training or refresher course.

B. Union employees who are elected by the local may be allowed eight (8) hours per year (per elected member) without loss of pay to attend and participate in delegate-related Union business functions, such as the Washington Federation of State Employees bi-annual convention, the AFSCME bi-annual convention or the Washington State AFL-CIO bi-annual convention, contingent upon the Employer's ability to provide adequate personnel for proper work coverage during the requested time off. The Union shall submit to the Employer, at least two (2) weeks in advance, the names of those employees elected whom the Union wishes to have attend a particular convention.

C. Employees who wish to attend or participate in Union business, functions or programs, such as meetings, union steward training, seminars and other Union sanctioned business, may do so with the approval of the employer and such time off shall be accounted for by the employee by use of the following:

- o 1) Use of accrued compensatory time as appropriate.
- o 2) Use of accrued vacation time in accordance with WAC 251-22.
- o 3) Take leave of absence without pay in accordance with WAC 251-22.

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Article 12 - Grievance Procedure Definition

A grievance is defined as a contention of misapplication, violation, or inequitable application of the Higher Education Personnel Law, Higher Education Personnel Board Rules, State Compensation Plan, Articles of this Agreement, and The Evergreen State College published policies and operating procedures pertaining to personnel. In addition, claims of inequitable, inconsistent, or unreasonable treatment may, for the purpose of this article, constitute a grievance. All reference to "employee" in this article shall mean employee and/or a representative.

In accordance with WAC 251-14-060(2), if any action grieved is also appealed to the Higher Education Personnel Board or is filed for the hearing through an unfair labor practice charge, the mediation and arbitration procedures specified herein shall not apply. These actions will be subject to the Higher Education Personnel Board appeals procedure.

It is the desire and intent of the parties, through the following grievance procedure, to provide an orderly and timely adjudication of grievances. Within this spirit, the procedure is not a substitute for or in any way to inhibit open communications between the employee and supervision.

Employee Grievance Rights

Any employee(s) who believes he/she has been aggrieved may personally seek relief from that condition by filing a grievance, irrespective of any supervisor's opinion of the grievance's validity. In the presentation of grievances, the employee shall be safe from restraint, interference, discrimination or reprisal.

HEPB Appeal Rights

Use of the Grievance Procedure in disciplinary actions shall not waive the right or responsibility of those employees covered by the Higher Education Personnel Board Rules to appeal to the Higher Education Personnel Board within thirty calendar days after the effective date of the action appealed in accordance with WAC 251-12 of the Board Rules.

Employee Representation

The Union as exclusive representative of the bargaining unit employees is the responsible representative of said employees in grievance matters. However, an employee who elects to have an outside party represent him/her in a grievance hearing or arbitration, shall bear the cost for such representation. The Union shall be considered an interested party to the proceedings in the event it is not requested to represent the employee in conformity with WAC 251-14-040(6).

Time Limitations

An extension of the time limitations as stipulated in the respective steps below, may be obtained by mutual agreement in writing by the parties. Failure of the employee to comply with the time limitations without a request for time extension shall constitute withdrawal of the grievance. Failure of the Employer to comply with the time limitations without a request for time extension shall establish the right of the employee to proceed to the next step of the grievance procedure.

Meetings

Meetings and discussions on grievances held with the supervisor and/or the

dean/director, shall normally be held during the College's regular business hours, or at a mutually agreed upon time. No deduction or addition to pay shall be made for the grievant and/or the shop steward for reasonable time spent in these discussions.

Grievance Withdrawal

A grievance may be withdrawn at any time and if withdrawn shall not be resubmitted.

Steps of Grievance Procedure

All grievances shall be processed in accordance with the following procedure:

- * Step One: Oral Presentation to Supervisor. Within thirty (30) calendar days of the occurrence of a situation, condition or action which caused the grievance the employee(s) affected and/or the shop steward and/or Union representative shall orally present the grievance to the employee's immediate supervisor for resolution. In the event a given grievance is directed against the employee's immediate supervisor, said grievance may be presented to the next higher level of supervision. Every effort shall be made by all parties to resolve the grievance at this level. For purposes of clarification, the supervisor may ask the employee to put his/her grievance in writing. If a satisfactory settlement is not reached within fourteen (14) calendar days following the date of presentation to supervision, and the employee wishes to pursue the matter further, the employee may submit the grievance as provided in Step 2.

Step Two: Written Presentation To Dean Or Director. At step 2, the grievance shall be reduced to writing and be submitted to the Dean or Director of the unit, with a copy to the Director of Employee Relations, and to the supervisor within (14) calendar days following the time period provided for resolution in step 1. The grievance shall include the following:

- o 1. Detailed statement of facts;
- 2. Contentions of the grievant;
- 3. Particular contractual provision(s), HEPB rule(s), or institutional policy involved (if known); and
- 4. Remedy sought.

The Dean or Director shall arrange a meeting, with the employee and/or representative and other appropriate parties within five (5) working days of receipt of the grievance when possible.

Every effort shall be made by all parties involved to resolve the dispute at this level. In any event, the Dean/Director will provide a written answer to the employee and the Union within five (5) working days after the grievance meeting.

If the written decision of the Dean/Director is not satisfactory to the employee, the affected employee and/or his/her representative may, within ten (10) working days of receipt of the written decision, file the written grievance with the employee's respective Vice President for resolution at Step 3.

Step 3: Vice President Or Designee Review. The Vice President or designee will arrange to meet with the employee and/or representative, the dean/director and other appropriate parties to attempt to resolve

the matter within ten (10) working days following the date the grievance is filed. Within five (5) working days following the meeting, the Vice President or designee shall provide a written response regarding the decision to the employee and the Union. In the event the Vice President or designee is unable to effect a satisfactory resolution to the grievance within the required time period, the employee and/or his/her representative may submit, within thirty (30) calendar days, the grievance to the Director of the Higher Education Personnel Board for mediation. Mediation rules and procedures established by the Higher Education Personnel Board shall apply. If mediation fails to resolve the grievance within a reasonable time, the grievance, unless withdrawn by the grievant, may then be submitted by either party within thirty (30) calendar days from the mediator's report to the Higher Education Personnel Board for arbitration. The arbitration shall be conducted in accordance with applicable Board rules. The scope of the Board's decision shall not extend beyond a judgment as to the proper interpretation or application of the terms of this Agreement, the rules of the Higher Education Personnel Board, or the Employer's written personnel rules or policies, whichever would be applicable in a given case.

Article 13 - Bulletin Boards

The Union will be given access to bulletin boards for the purpose of posting information in places easily accessible to the membership. All postings must have the initials of the Union representatives for approved posting.

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ARTICLE 14 - Reduction in Force

The reduction-in-force procedure for The Evergreen State College is attached as Exhibit D.

If, at any time, either Management or the Union desire or find it necessary to modify the reduction-in-force procedure, it shall be made an item for a Union/Management meeting.

Article 15 - Employee Benefits

Childcare:

The Employer agrees to charge a Disappearing Task Force (DTF) to explore childcare options for its employees and to report on ways that the College could provide its support to improve these services. The draft charge including size, composition, and provision for union selected members of the DTF, will be subject to review by the Union/Management Committee. The DTF Chairperson will present an interim report to the Union/Management Committee no later than January, 1988.

Parking:

The Employer agrees to limit the use of parking fund revenues to the operation and maintenance of the parking function. Subsidies to the bus system, security and other functions will not be funded from the parking fund. The current rates will remain in effect for the 1987-89 biennium. A new set of pro forma financial statements will be presented to the

Union/Management Committee in October, 1987.

Recreational Facilities:

The Employer agrees to explore ways in which the College Recreation Center and its programs could be made more accessible to classified staff. After full consideration of financial and other implications, the Employer will make a report to the Union/Employer Committee.

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Article 16 - Employer Rights and Responsibilities

It is understood and agreed by the parties that the Employer possesses the right to operate the College so as to carry out the statutory mandate, mission, and/or goals assigned to the College. The Employer retains the rights and obligations, pursuant to applicable laws and regulations or as modified by this Agreement, and the Union hereby acknowledges that the Employer shall:

- * 1. Direct employees covered by this Agreement.
- 2. Hire, promote, demote, transfer, assign and retain employees of the Unit and suspend or discharge for cause.
- 3. Relieve employees from duty because of a lack of work or other legitimate reasons.
- 4. Maintain and promote the efficiency and economy of government operations entrusted.
- 5. Determine the method, means, number and kinds of personnel by which operations undertaken by employees in the Unit are to be conducted.

The retention of these rights does not preclude any employee from filing a grievance or seeking a review of the exercise of these rights.

Article 17 - Subordination of Agreement and Saving Clause

It is understood, in accordance with WAC 251-14-060(6), that any provisions of this Agreement shall not prevail if in conflict with the Higher Education Personnel Board Rules, the Higher Education Personnel Law or other applicable law.

Any provision of this Agreement which may be adjudged to be unlawful or invalid by the Higher Education Personnel Board or by a court of law shall thereafter become null and void, but all other provisions of this Agreement shall continue in full force and effect.

Upon request from either party, the Union and Employer negotiating committees shall commence negotiations within thirty (30) days for the purpose of coming to agreement on a substitute provision for that which was declared unlawful or invalid.

Nothing in this Agreement shall be construed to limit or reduce the rights and privileges of the parties except where specifically modified herein.

Article 18 - Class Specifications and Salary Schedules

Both the Employer and the Union shall make reasonable effort to notify the other party prior to submitting any addition, modification, and/or deletion

of a class specification within the bargaining unit or salary schedule to the Board for approval. Such notification shall be for the purpose of considering any objections which may be presented by the other party.

Article 19 - Salary Survey

Prior to the formation of suggestions and policy on salary survey results, the Employer shall make reasonable effort to discuss them with the Union for the purpose of attempting to make a joint statement to the Higher Education Personnel Board, if agreement can be reached.

The Union shall make reasonable effort to notify the Employer of any intention to challenge the Employer's salary recommendations in order to discuss the reasons for such challenge prior to consideration by the Board.

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Article 20 - Terms, Amendments and Modifications of Basic Agreement

All provisions of the Agreement shall continue to be in force and effect for two years following the date of signing. Either party may recommend any or all parts of the Agreement to be reopened for negotiation no sooner than 90 calendar days nor later than 60 calendar days prior to the termination date by submission in writing to the other party of such recommendation. Should neither party to this Agreement file notice requesting negotiations, the Agreement shall be automatically extended for subsequent twelve (12) month periods.

The Agreement may be reopened at any time during its effective term by the mutual consent of both parties or as required due to changes in applicable laws, orders or policies enacted after the date of this Agreement. All requests for negotiations or conferences shall be in writing and shall specify items proposed for consideration.

Neither party to this Agreement will make unilateral changes in the terms of the basic or supplemental agreements pending the settlement of the outstanding differences through negotiation, mediation or arbitration.

Exhibit D

Layoff Procedures of The Evergreen State College

In accordance with applicable current and subsequently amended state law, and provisions of the Higher Education Personnel Board Rules for classified staff employees, this procedure will be in effect should layoff of classified staff become necessary due to (1) lack of funds, or (2) curtailment of work. (See WAC 251-10-030 and WAC 174-109-100 (2))

When layoff becomes necessary:

The appointing authority will determine those positions to be eliminated or reduced in either number of hours per month or number of months per year and will inform the Director of Employee Relations, in writing, citing the reason for the layoff (one of the above two reasons).

The Director of Employee Relations will determine the layoff seniority of those affected employees (adjusting for Veteran's Preference and leaves of absence on a day-for-day basis deduction), and will determine any options in lieu of layoff to which the employee is entitled.

The employee will receive a minimum of 18 days written notification: 3 working days (72 hours) in which to consider the available options and 15 calendar days before the employee will be separated from the payroll.

The layoff notification will be signed by the appointing authority, with a witness present, by the Director of Employee Relations and by the employee in the presence of the Director of Employee Relations or his/her designee.

Should no options in lieu of layoff be available to the employee, the Director of Employee Relations or his/her designee will, in writing, advise the employee as to the specific layoff list(s) for which the employee qualifies upon separation.

The Director of Employee Relations shall give a copy of the layoff procedures, the layoff units, the layoff option selection sheet, and a fact sheet to the employee on the first day of the option selection period and inform him/her of the right of appeal to the Higher Education Personnel Board in accordance with WAC 251-12-080.

Failure to deliver the option selection sheet to the Office of Employee Relations by 5:00 p.m. of the third day of notification will result in the placement of the employee's name on the layoff list in the classification (or series of classifications, if applicable) in which the layoff occurred.

Date
Layoff Notification

TO: _

FROM:

Director of Employee Relations

APPOINTING AUTHORITY:

WITNESS:

You are scheduled for layoff on because of

Attached please find:

1. Layoff Procedures
2. Layoff Units
3. Employee Fact Sheet
4. Layoff Option Sheet

Please review the enclosed and make an appointment to discuss your options prior to 5:00 p.m. on .

Failure to do so will result in placement of your name on the institution layoff list for future openings in the classification (or class series) from which you are laid off.

Telephone

In accordance with WAC 251-10-080, you may appeal this action if you are a permanent employee and if you believe this action is not in accordance with the Higher Education Personnel Rule WAC 251-10-030. The appeal must be filed within 30 days of the above date. Address your appeal to Director, Higher Education Personnel Board, 1202 Black Lake Boulevard, Olympia, WA 98504.

- * Enclosure 2
- * Employee Fact Sheet
- * Employee Name
- * Employee Social Security Number
- * Employee Employment Date
- * Salary at Time of Layoff
- * Number of Employees in Layoff
- * Unit in Same Classification
- * Number of Employees in College in Same Classification
- * Specific Layoff Unit
- * Appointing Authority For Layoff Unit
- * Veteran's Preference

Leaves of Absence without Pay (days)

Option Selection Deadline 5:00 p.m.

Layoff Date:

Seniority Date:

Enclosure 3

Layoff Option Sheet

The following option has been made available to you by classification, not position. Your selection should be made with this in mind.

- * 1. Option in lieu of layoff within your layoff unit.
 - o Vacant position in your current classification.

Position in your current classification occupied by the least senior employee in rank and layoff seniority.

Vacant positions in lower classifications in the same class series.

Positions in lower classifications in the same class series occupied by the least senior employee in rank and layoff.

Vacant positions in a classification in which you have held permanent status occupied by the least senior employee in rank and layoff seniority.

Positions in a lower classification in the same class series in which you have held permanent status that is occupied by the least senior employee in rank and layoff seniority.

2. No permanent employee shall be separated through layoff without being offered:

Classifications in which he/she meets minimum requirements and can pass the examination for the position held by temporary, provisional or probationary employees

Options Available:

3. As an alternative to either 1 or 2 above. or if neither 1 nor 2 is applicable:

I wish to be placed on the layoff list for future vacancies in the following classifications:

- o I wish to resign from the College
(date)
Director of Personnel Date

Employee Date

[Image]

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|

[Image]

Last Modified: 10/29/1999
Mail to: Lee Hoemann