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**EXEMPT UNION AGREEMENT  
2022-2025**

*BY AND BETWEEN*

**The Board of Trustees  
of Washington Community College  
District No. 2**

*AND*

**The Grays Harbor College Federation of  
Teachers Local #4984**

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## ARTICLE 1 - UNION RECOGNITION

The Board of Trustees of Washington Community College District 2 (hereafter referred to as Grays Harbor College or GHC) recognizes the Grays Harbor College Federation of Teachers Local 4984, an affiliate of the Washington Federation of Teachers and AFT Washington, AFL-CIO, (hereafter referred to as the "Union") as the sole collective bargaining agent for all professional staff employees referenced by RCW 41.56.021 working at Grays Harbor College, excluding supervisors, confidential employees, employees referenced in RCW 41.56.021(1), and all other employees. , hereinafter referred to as "exempt union employees."

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## ARTICLE 2 - UNION RIGHTS AND ACTIVITIES

### Section 2.1 Monthly Member Roster

GHC shall provide the Union 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. New hires and promotions into the bargaining unit shall be noted.

Upon hire or promotion into the bargaining unit, the employee will be provided the name of the designated union representative for more information. The Union will provide the employee a copy of the union membership form.

### Section 2.2 Union Access to New Employees

In accordance with RCW 41.56.037, within ninety (90) days of a new employee's start in a position represented by the Union, GHC will provide the Union access to the employee during the employee's regular work hours at the employee's regular worksite, or at another location mutually agreed to by the Employer and the Union, for no less than thirty (30) minutes, to present information about the Union and the Collective Bargaining Agreement. This presentation may occur during a formal or informal new employee orientation provided by the Employer or at another time within the above ninety (90) day period. No employee will be required to attend the presentation given by the Union.

### Section 2.3 Union Dues

The authorization for payroll deduction will be delivered to the payroll office by the designated union representative.

GHC shall, upon written authorization of the Employee involved, make the appropriate payroll deductions.

The Union will indemnify, defend, and hold the College harmless against any claims and any suits instituted against the College on account of any deductions of union dues. The Union agrees to refund to the College any dues paid to it in error. All dues shall be collected through payroll deduction.

### Section 2.4 Requests for Information

GHC shall furnish to the Union, upon request, any and all information relevant to the request from Union representatives 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 GHC cannot comply with the Union'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 Union and GHC will promptly meet to discuss the request, and may enter into agreements to modify the request or share the costs in producing the information.

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.

### Section 2.5 Union Representatives

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.

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

### Section 2.6 Use of Facilities

- A. The represented professional exempt employees and their representatives shall have the right to use GHC's 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, long-distance 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 bulletin Boards in general, and shall have exclusive use of the bulletin boards, designated for the represented professional exempt employees use. The represented professional exempt employees may use mailboxes, telephones and electronic mail for communications related to the representation of the bargaining unit.

### Section 2.7 Union Meetings

Employees shall be released to attend Union meetings so long as such meetings do not interfere with the employees' regular work responsibilities and work time is made up during that week. Employees from across GHC shall be allowed to participate in person or via distance learning technologies if available at no additional cost to GHC.

### Section 2.8 Board of Trustees Representation

A union representative shall be furnished agendas, minutes, and study materials mailed to the public.

### Section 2.9 - Release Time for Negotiations

Employee(s) on the Union 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 2.10 – Distribution of Agreement

An electronic copy of the Agreement shall be posted to the GHC web site.

### Section 2.11 - New Hires

Newly hired employees shall be provided with the link to this Agreement.

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## ARTICLE 3 - MANAGEMENT RIGHTS

GHC, acting on behalf of the State of Washington, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the State Board for Community and Technical Colleges and laws and the constitutions of the State of Washington and the United States.

The management of the college and the direction of the work force is vested exclusively with GHC, subject to the terms of this agreement. All matters not specifically and expressly covered by the language of this agreement may be administered for its duration by GHC in accordance with such policies and procedures as it from time to time may determine. Both parties agree to collectively bargain as defined in RCW 28B.52.020 (7).

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## ARTICLE 4 - LABOR MANAGEMENT COMMITTEE

### Section 4.1 Purpose

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, the Labor/Management Committee (LMC) will be established. The purpose of the LMC is to provide communication between the parties and to share information, concerns, and potential solutions.

### Section 4.2 Committees

Either party may propose items for discussion on topics which may include, but are not limited to, administration of this Agreement, changes to applicable law, legislative updates, organizational change, improvement in systems and processes, resolving workplace and service delivery problems, quality of work life for employees, and/or more productive and efficient service delivery.

The committee(s) will meet, discuss, exchange, and consider information of a group nature and general interest to both parties.

- A. Composition
- B. Committees will consist of up to four (4) GHC representatives. The Union may have a staff representative and up to four (4) employee representatives. GHC and Union will be responsible for the selection of their own representatives. If agreed to by both parties, additional representatives may be added.
- C. Participation
  1. The Union will provide the Employer with the names of their committee members at least seven (7) calendar days in advance of the date of the meeting in order to facilitate the release of employees.
  2. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees non-work time will not be compensated nor considered as time worked. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the employees non-work time will not be compensated nor considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives.
- D. Meetings
- E. The LMC will meet quarterly. Additional meetings may be called by either party. Committee meetings will be scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to

the meeting date. Late agenda items may result in delaying those specific items to the next meeting, at the request of either party. Each party may keep written records.

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## ARTICLE 5 - GRIEVANCE PROCEDURE

**Definition of Grievance:** 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:** When two or more grievances involving the same alleged violation have been submitted, the GHC and the Union may agree to consolidate them for processing.

**Informal Resolution of Differences:** Any employee or employee(s) who believe(s) a violation of this contract has occurred, or the Union on behalf of an employee or a group of employees 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 Union. GHC shall give the Union the opportunity to be present at such discussions to make the views of the Union known.

**Time Lines:** To be timely, a grievance must be filed in writing not more than thirty (30) calendar days after the employee's or the Union'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.

**Union Responsibility:** In the event the Union fails to move a grievance to the next step, the grievance shall be deemed settled and closed on the basis of the GHC's last answer unless both parties mutually agree to extend time limits.

**GHC Responsibility:** In the event GHC fails to respond within the timelines, the grievance shall automatically move to the next step, excluding mediation or arbitration.

**Bypassing Steps:** Steps of this procedure may be bypassed with mutual consent of GHC and the Union. A copy of the written grievance will be supplied to the HR Director and the immediate supervisor.

**Computation of Time:** The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing. Transmittal of grievances, appeals, and responses may be filed by fax or email. Timelines will apply to the date of receipt. Documents filed after 5:00 pm on a scheduled business day, or on a Saturday, Sunday, or holiday will be considered received on the next business day.

### **Formal Grievance Steps:**

#### ***Step 1 – Human Resources Office Designee:***

The grievance shall be committed to writing, dated, and signed by the grievant(s) and the Union representative unless filed on behalf of the bargaining unit. The written grievance shall state the facts upon which it is based, the applicable provision(s) of this Agreement, and the remedy sought. The human resources designee shall acknowledge receipt of the grievance. The human resources designee shall discuss the matter with the employee and the Union representative. Within fifteen (15) calendar days of the receipt of the written grievance. The human resources designee shall respond in writing to the employee and the



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, the grievant(s) Vice President or designee 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 President’s Review step by filing it with the Human Resources Office within fifteen (15) calendar 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 – Arbitration:*

The Union may, within fifteen (15) calendar days following the written response of the President (or President’s designee) or mediator’s declaration of impasse, notify GHC of its intent to arbitrate the grievance. The Union 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 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.

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 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 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.

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.

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. Any adjustment, judgment, or settlement awarded as a result of a grievance, where applicable, may be retroactive to the date of the violation.

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## ARTICLE 6 - HOLIDAYS

### Section 6.1 Paid Holidays

The following days are paid holidays for all eligible exempt employees:

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

### Section 6.2 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 an alternate day off.

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## ARTICLE 7 - VACATION LEAVE

### Section 7.1– Accrual:

- A. Employees are eligible to accrue up to twenty-three (23) days of vacation leave per year. Employees will begin accruing vacation at the monthly rate of 15.34 hours per month beginning the month of their hire date. Employees working less than full-time schedules will accrue vacation leave on the same proportional basis that their appointment bears to a full-time appointment.
- B. : Employees on Leave Without Pay (LWOP) more than ten (10) work days in any calendar month shall not earn a monthly accrual of vacation leave.

## Section 7.2 - Scheduling of Vacation:

- A. Vacation leave will be charged in the amount actually used by the employee.
  - B. When considering requests for vacation leave, the Employer will take into account the desires of the employee and GHC's operational needs. The Employer may designate black-out periods to address operational needs with advance notice. The Employer may approve vacation requests during the black-out period on a case-by-case basis.
  - C. Employees will not be authorized to take scheduled vacation leave if they will not have sufficient vacation leave to cover such absence at the time the leave will commence.
  - D. Vacation leave will be approved or denied within ten (10) calendar days of the request. If the leave is denied, a reason will be provided in writing. [Section – Leave Balance Reporting](#): Employees' leave balances will be available online via the employer's Time Leave Reporting (TLR) tool.
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## ARTICLE 8 - MISCELLANEOUS LEAVES

### Section 8.1 – Military Leave

GHC will comply with all current laws relative to military leave.

### Section 8.2 – 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 8.3 – 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, domestic partner (same sex or opposite sex partner), grandparent, grandchild, son, daughter, stepchild, or a child in the custody of and residing in the home of the employee. Up to three (3) additional days shall be granted for out of state travel.

### Section 8.4 – Shared Leave

The purpose of the Washington Shared Leave program (RCW 41.04.665) is to permit GHC employees to come to the aid of another GHC 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 shortly deplete his/her leave reserves.

The employee in need of leave shall submit to GHC 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. GHC 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.

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

## Section 8.5 – Leave Without Pay (LWOP)

Section 8.5.1 – Reasons for LWOP 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

Section 8.5.2 – Requests in Writing

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

Section 8.5.3 – 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 8.5.4– Return to Work

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

## Section 8.6 – 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. GHC may request leave requested under this section be supported by verification in accordance with WAC 357-31-730.

## Section 8.7 – Personal Leave Days

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.

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## ARTICLE 9 - SICK LEAVE

### 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.

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.

During Leave Without Pay (LWOP): Sick leave 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 suffering from illness, disability, or injury. 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, domestic partner (including same sex or opposite sex partners) or child (biological, adopted, foster, step, and those of whom employee stand in loco parentis).

### 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 time and leave reporting system.

### Section 9.4 - Sick Leave While on Vacation

An employee shall have the appropriate time of vacation leave restored to their credit if they become 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 - 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 - 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 9.7 – Sick Leave Buyout at Retirement or Death

At the time of separation from employment with the college 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 subject to VEBA participation requirements.

### Section 9.8– Sick Leave Reimbursement into VEBA

Contingent on a vote by the Union 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). The Union may give notice to GHC 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.

## ARTICLE 10 - FAMILY AND MEDICAL LEAVE

### Section 10.1 – 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 10.2 – Eligibility

An eligible employee is one who has worked for GHC for at least twelve (12) months and for at least 1,250 hours during the previous twelve (12) month period.

### Section 10.3 - Other Provisions

When it is determined that an employee's leave meets the eligibility requirements under FMLA, GHC 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. GHC 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.

GHC 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. GHC 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.

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## ARTICLE 11 - CLOSURES AND SUSPENDED OPERATIONS

### NOTICE:

The President or designee will determine when health, property, or safety is jeopardized due to emergency conditions and whether to suspend the operation of all or any portion of the College with the exception of programming at Stafford Creek Correctional Center (SCCC). Staffing during the closure will be at the discretion of the President or designee. For SCCC, the decision to suspend operations of the educational program at SCCC will be made by the Department of Corrections (DOC) and will be communicated to GHC SCCC employees by the Dean for Corrections Education.

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.

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## ARTICLE 12 - NON-DISCRIMINATION

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.

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## ARTICLE 13 - WORKPLACE BEHAVIOR

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 behavior in the workplace does not promote the College's business, employee wellbeing, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report, preferably in writing, this behavior to the employee's supervisor, a manager in the employee's chain of command and/or the Human Resources Office. The employee must identify the date the behavior took place or the date the employee could have reasonably known the behavior occurred, and the exact nature of the inappropriate behavior within twenty-eight (28) calendar days of the occurrence giving rise to the complaint. The College will investigate the reported behavior and take appropriate action if/as necessary. The employee and/or union representative will be notified upon the conclusion of the investigation.

Retaliation against employees who make a workplace behavior complaint and witnesses who provide information will not be tolerated.

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## ARTICLE 14 – HEALTH AND SAFETY

### Section 14.1 – Responsibility

GHC, the employee and the Union have a significant shared responsibility for workplace safety and health.

- A. GHC will abide by safety and health standards in accordance with applicable state and federal law, including, but not limited to, the Washington Industrial Safety and Health Act (WISHA).
- B. All employees will comply with applicable safety and health practices and standards established by the Employer and the Washington Industrial Safety and Health Act (WISHA).
- C. All employees of GHC will contribute to a healthy workplace including not knowingly exposing co-workers, students and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees not to be in the workplace, when employees self-report contagious health conditions. When an employee has been directed not to be in the workplace, an employee may use leave or request and, with Employer approval, be permitted to work remotely.
- D. The Union will work cooperatively with the Employer on safety and health related matters and encourage employees to work in a safe manner.

### Section 14.2 - Reporting Safety Issues

Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. GHC will address reported, unsafe working conditions in a timely manner and take appropriate action.

Safety Committee: 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.

### Section 14.3 – GHC’s Role

In partnering with the Union to provide a safe environment, GHC 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. In the cases of airborne or waterborne contamination, GHC shall use third party certification to verify that the danger has been resolved. The Union and the affected employees will have access to all relevant reports

### Section 14.4 – Employees’ Role

In partnering with GHC, employees shall endeavor to avoid unsafe work practices and agree to aid GHC wherever possible in promoting a healthy and safe environment in the workplace.

### Section 14.5 – 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.

### Section 14.6 – Workplace Violence

GHC is committed to its employee's safety and health. As such, workplace violence 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, co-worker, or supervisor  
GHC 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 and report them to their supervisor, the safety and security office, or human resources. Immediate and appropriate action will be taken to resolve complaints. Retaliation against any individual for making a complaint or cooperating in an investigation will not be tolerated.

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## ARTICLE 15 - HIRING AND APPOINTMENT AND CONDITIONS OF EMPLOYMENT

### Section 15.1 – Job Descriptions

All regular and part-time professional staff positions shall have a current job description. The job description will detail the scope, primary responsibilities, essential functions, and the assigned supervisor. The supervisor and Chief Executive of Human Resources must approve a final copy.

### Section 15.2 – Hiring New Positions

When a new professional exempt position is created, GHC will provide the Union with the proposed job description. If the Union believes a position should be included in the bargaining unit, the Union will request a meeting with the Chief Executive of Human Resources to discuss their concerns.

### Section 15.3 – Search Committees

A professional exempt employee who is part of the bargaining unit will be selected by management to serve on search committees for Vice Presidents and Presidents. Prior to the commencement of any search, Human Resources will meet with the entire committee to discuss ethical and procedural guidelines.

### Section 15.4 – Notice of Vacancies

GHC will post regular professional exempt positions for a minimum of seven (7) calendar days, including e-mail notice to all professional exempt employees. Postings may be limited to current college employees at the discretion of GHC.

### Section 15.5 – Unit Work

GHC will notify the Union in the event that a Union position/work is being considered for removal from the bargaining unit.

### Section 15.6 - Filling Positions

The College will determine when a position will be filled, the type of appointment to be used when filling the position, and the knowledge, skills, and abilities necessary to perform the duties of the specific position. The College shall determine whether a position will be filled on a full-time or part-time basis. Consideration will be limited to individuals who have the knowledge, skills, abilities, and qualifications required for the position as determined by the appointing authority and/or designee.

### Section 15.7 – Types of Exempt Positions

- A. Regular Exempt Positions - A regular position is an employment position which GHC expects to have funding for the foreseeable future, without any currently known or currently anticipated termination; GHC shall determine if an appointment to a regular exempt position is made through an external competitive process, or an internal-only competitive process.
- B. Temporary Exempt Position Appointments - Temporary positions are either full-time or part-time exempt positions with a normal employment period of up to one year with the possibility of extending beyond a year based on business needs. Temporary exempt position appointments are appointments that are made to temporary positions and are not expected to become regular “continuing” positions. A temporary exempt position appointment may also be made to a regular exempt position that is temporarily open due to an incumbent’s incapacity or unavailability.
- C. Project Exempt Positions - Project exempt positions are positions that are full-time or part-time twelve-month exempt positions supported on a short-term basis with grant, contract and/or the College’s reserve funds for the completion of a specific project. Exempt project positions will normally last only for as long as the funding is available but not beyond the duration of the project. Project positions and/or appointments may become regular appointments through an internal process, or an external competitive recruitment process at the determination of the appointing authority and/or designee.
- D. Interim Assignment - Temporarily filling a vacant position for up to twelve months unless otherwise agreed. Upon completion of a temporary or interim assignment the employee has the right to return to their previous position and salary.

### Section 15.8 - Reasonable Expectation of Employment

#### Appointment Duration

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.

#### Section 15.8.1 – Regular Employment

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.

#### Section 15.8.2 – Grant-Funded Employment

Employees hired into grant-funded positions and have acceptable job performance, adhere to GHC policies, and demonstrates acceptable professional/personal behavior shall have reasonable assurance of employment subject to withdrawal or expiration of grant funds, or subject to the nonrenewal provisions in Section 15.3.

#### Section 15.8.3 – Non-Renewal

All non-renewals are subject to the following provisions:

- Non-renewal decisions must be vetted and approved by the college President or designee and the Chief Human Resources Officer.
- Notification of non-renewal of contracts will occur prior to June 1 of the calendar year. Upon receiving written notice of non-renewal, the affected employee will have the opportunity to present reasons to the President or designee why the employment contract should be continued.
- GHC may choose to non-renew an employee without cause. Except for grant-funded positions, non-renewals shall have an effective date of June 30. At the employer’s discretion, the employee may be placed on home assignment for the notification period.
- Except for grant-funded positions, if “time in service” is less than two years, the affected employee will receive severance equal to one month’s pay at the employee’s regular salary.
- Except for grant-funded positions, if “time in service” is two years or more, the affected employee will receive severance equal to two and one half months’ pay at the employee’s regular salary.

#### Section 15.8.4 – Dismissal for Cause

An employee may be dismissed for just cause at any time. Dismissal for just cause may be subject to the grievance procedure.

#### Section 15.8.5 – Sufficient Cause

Sufficient cause for termination shall include, but not be limited to:

- Conviction of work-related crime;
- Conviction of a crime which prohibits successful performance of the job;
- Gross misconduct and/or insubordination;
- Willful and egregious violation of GHC rules, policies, procedures, or directives;
- Documented incompetence in the performance of professional duties;
- Neglect of duty or abandonment of position;
- Sexual harassment;
- Acts of moral turpitude;
- Workplace violence;
- Knowing and willful breach of ethics;
- Conviction for aiding and abetting or participating in:
- Any unlawful act of violence;

- Any unlawful act resulting in destruction of GHC property; or
- Any unlawful interference with the orderly conduct of the education process.

#### Section 15.8.9 – Displacement/Reassignment of Regular Employees

In the event that GHC reorganizes, terminates programs, or otherwise needs to displace regular employees, advance notice shall be given to the Union. If changes will result in termination of professional staff employees, GHC shall notify the Union at least sixty (60) calendar days prior to the change and the following shall apply:

- In the case of a RIF, the College 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.

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## ARTICLE 16 - WORKLOAD

### Section 16.1 - 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.

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.

Any additional compensation for additional duties requires recommendation by the College President, appropriate Vice President, and must include clear documentation of the circumstances warranting additional compensation.

### Section 16.2 – Permanent Change in Duties

Prior to accepting or making permanent changes in duties the employee or supervisor will request a review by HR using the Position Review Request Form. This review will determine the appropriate exempt position classification and placement on the exempt salary schedule based on the job duties assigned. Generally, one Position Review Request will be considered in any fiscal year.

### Section 16.3 - Position Review Request

A Position Review Request is the process by which an existing or revised position is evaluated for the appropriate exempt classification and placement on the exempt salary schedule. All Position Review Requests require the use of the Position Review Request form and approval of HR. The Human Resources Office will review the completed form and make a decision regarding appropriate classification within sixty (60) calendar days of receipt of the request. A Position Review Request may or may not result in a change of placement on the exempt salary schedule. Placements on the exempt salary schedule are based on the majority (51%) of duties and responsibilities assigned to the position compared to the existing exempt positions. When the Position Review Request results in a higher salary, the raise shall be paid retroactively to the date the Position Review Request was sent to Human Resources.

The purpose of a position review is to determine which exempt position best describes the overall duties and responsibilities of a position. A position review is neither a measurement of the volume of work performed,

nor an evaluation of the expertise with which that work is performed. Generally, no more than one request regarding a position will be considered in any fiscal year.

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## ARTICLE 17 - PERFORMANCE EVALUATION

### Section 17.1 - Purpose

The purpose of the performance evaluation is to exchange information about the employee's performance and to adjust or refine the goals and expectations of the position and the professional goals of the employee. The exchange of information is intended to contribute to the development of the employee.

Regular communication between the employee and their supervisor should address strengths, accomplishments, and/or failure to meet expectations related to the employee's performance. Any critical aspects of the evaluation should not come as a surprise to the employee. The evaluation is not a substitute for regular communication, rather, a structured complement to it.

### Section 17.2 - Process

An employee will receive at least one (1) performance evaluation at or near the end of their first year of employment. Thereafter, an employee will receive a performance evaluation at least every other year. Any evaluation cycle for which an employee is not evaluated will be construed to mean the employee has performed satisfactorily.

The evaluation will be conducted by a supervisor, generally the immediate supervisor.

The employee will be provided an opportunity to contribute a self-evaluation, reflecting on the employee's goals and achievements.

The evaluation process will include the opportunity for a face-to-face meeting between the employee and the supervisor conducting the evaluation to discuss expectations and goals for the next evaluation period.

At the time the performance evaluation is administered, the employee's position description will be reviewed to ensure that expectations and goals align with the position description.

Following any face-to-face meeting, the supervisor will provide a written evaluation of the employee. The employee will be provided an opportunity to provide a written response, to be included in the personnel file with the evaluation, to the supervisor's written comments.

The performance evaluation procedure may be grieved; however, the content of the evaluation is not subject to the grievance procedure.

### Section 17.3 - Review of Position Descriptions

At the time the performance evaluation is administered, the employee's position description will be reviewed, and if deemed appropriate by the supervisor, will be revised to assure that expectations, goals, and job duties align with the position description. If the employee's job duties significantly change prior to the employee's next performance evaluation, a review of the position description may be requested by the employee or the employee's supervisor through the Human Resources Office.

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## ARTICLE 18 - PERSONNEL FILE

### Section 18.1 – General

GHC will maintain an official personnel file for each employee, showing a record of employment and such other information required for business and legal purposes. GHC will determine the location of the personnel file and will notify the Union if someone other than the Employer’s Human Resource Manager is responsible for the personnel file. Additional employee files may include, but are not limited to, supervisory files, attendance files, payroll files, and medical files.

### Section 18.2 – Placement of Material in the File

Employees will be provided a copy of all adverse material placed in the official personnel file or the supervisory file at the time it is placed in the file. The employee or their representative may not remove any contents from the file; however, an employee may provide a written rebuttal or refuting documentation to any information in the file that they consider objectionable.

### Section 18.3 – Removal of Adverse Material

If there has been no action or complaint of the same or similar nature, the adverse material shall be removed after two (2) years from the date of placement unless it is demonstrated that such information may be related to a violation of federal or state law or regulations. 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.

#### 18.3.1 – 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 18.4 - Right to Review and Make Copies

With advance notice, an employee may view the contents of their personnel, supervisory, and medical files. When viewing their file, an employee may be accompanied by another person. The employee may also give signed written permission to a designee to review their personnel file on their behalf.

The employee may request to receive a copy of the files’ contents or to photocopy the contents in the presence of the person responsible for the file.

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## ARTICLE 19 - TRAVEL AND PARKING

### Section 19.1 – 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 request for reimbursement (e.g., mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management and GHC policies.

### Section 19.2 – Parking

GHC provides free on-campus parking for employees.

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## ARTICLE 20 - PROFESSIONAL DEVELOPMENT

### Section 20.1 – Purpose

GHC recognizes the value of having its employees participate in education and skill development training and shall consider requests for such opportunities. GHC will encourage and support employees in their development and pursuit of professional development.

### Section 20.2 – GHC Tuition Waiver

Employees may take GHC classes in accordance with college tuition waiver policies.

### Section 20.3 – Workshops

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

### Section 20.4 – Professional Leave

The philosophy of this professional leave and leave of absence policy is to allow members of this bargaining unit to seek leave from college duties for purposes of professional growth. The successful operation of this professional leave plan depends upon the good will and cooperation of those who administer it, those who participate in it, and the availability of funds to implement it.

Leaves of absence without pay and professional leaves with pay for educational and professional purposes may be granted for one quarter of leave for each six (6) quarters of full-time professional service to Grays Harbor College. The maximum leave is three (3) quarters (one academic year). Selection of staff members applying for less than a year's leave will depend, in part, on availability of funding and replacement employees.

Pay during professional leaves shall be at the rate of seventy-five percent of the regular contract pay. Compensation for leaves of less than an academic year shall not exceed a proportional amount of the annual rate, computed on a daily rate.

Full-time exempt staff with at least three years of continuous service at Grays Harbor College are eligible to apply for professional leave.

A professional leave will be contingent upon a signed contractual agreement between the recipient and the Board providing that the recipient shall return to the institution for a period commensurate with the amount of leave granted or return the total remuneration for the leave.

Exempt employees returning to the college after professional leave shall be given the same consideration for annual contracts of employment as would have been provided had they not been on leave. If the college opts not to renew a contract of employment before an exempt employee has met the commitment to return to the college for a period commensurate with the amount of leave granted, then the exempt employee will not be obligated to return any remuneration received while on leave.

The president shall choose among applicants for professional leaves based on the following criteria:

- Work or study concerned with programs that will directly benefit the college.
- Work or study that will result in the professional improvement of the college staff.
- Length of service to the college.



- Funding available.
- Plan of coverage for administrative duties during sabbatical.

All professional leaves count as equivalent service for purpose of salary adjustment and for all other seniority purposes.

Applications for professional leave shall be submitted to the President by February 15 of the academic year preceding the leave unless waived by the President. Leave of absence without pay may be permitted by mutual consent of the applicant and the president. The person receiving such a leave must sign an agreement to return to Grays Harbor College for a period commensurate with the amount of leave granted.

### Section 20.5 – 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 GHC and at employer expense shall vest in GHC and be copyrighted or patented, if at all, in its name.

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

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## ARTICLE 21 - INSURANCE & PENSION BENEFITS

### Section 21.1 – Medical Insurance Benefit

GHC will contribute an amount as determined by the Public Employees Benefits Board (PEBB) annually for benefits. GHC 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 21.2 – Retirement Benefit

Employees may participate in retirement plans in accordance with the rules established by the Washington State Department of Retirement Systems and the State Board for Community and Technical Colleges.

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## ARTICLE 22 - WAGES

Overtime Eligible Employees: Employees who are eligible for overtime compensation, as determined by federal and state policy as stated by the Washington State Department of Labor and Industries,

Overtime is defined as time that an overtime-eligible employee works in excess of forty (40) hours per workweek.

Employees who have prior approval and work more than forty (40) hours in a workweek will be compensated at the overtime rate;

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 of this contract including COLA's and General Salary Increases.

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.

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## ARTICLE 23 - MANDATORY SUBJECTS

### Section 23.1 - Notice of Change

Prior to any significant change in working conditions or other terms of employment, the Union 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.

### Section 23.2 - Release Time

- 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.

## ARTICLE 24 - SAVINGS CLAUSE

### Section 24.1 – 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. The Union and GHC 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 24.2 – Term of Agreement

The term of this Agreement shall be from July 1, 2022 to June 30, 2025.

### Section 24.3 – Successor Agreement

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

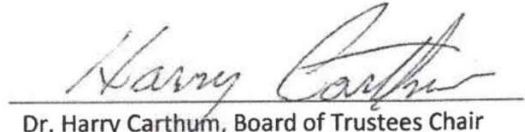
**FOR THE GRAYS HARBOR COLLEGE  
FEDERATION OF TEACHERS**



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Tom Kuester, GHCFT President

**FOR THE GRAYS HARBOR COLLEGE BOARD  
OF TRUSTEES**



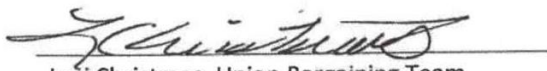
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Dr. Harry Carthum, Board of Trustees Chair




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Bob Downing, Lead Negotiator, AFT  
Washington



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Lori Christmas, Union Bargaining Team



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Chris Macht, Union Bargaining Team



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Berta Gibby, Union Bargaining Team



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Kelsey Stegner, Union Bargaining Team