

July 21, 1967

Code Reviser
State of Washington
Olympia, Washington

Dear Sir:

I am enclosing a copy of the Rules & Regulations of Civil Service System for Community College District #19, Pasco, Washington.

Also enclosed is a copy of the Resolution passed and signed by the Chairman of the Permanent Personnel Committee.

Sincerely,



Carl S. Munson
Business Manager

CSM:bgs

Encl: 2



RESOLUTION

WHEREAS, the Permanent Personnel Committee of Community College District 19 is required by RCW 41.06 to adopt rules and regulations in connection with its non-academic Personnel, and

WHEREAS, the Administrative Procedure Act, RCW 34.04, as amended by Laws of 1967, Chapter 237 and Laws of 1967, Ex. Sess., Chapter 71, provides that twenty (20) days must be given to the code reviser prior to the adoption, amendment or repeal of any rule by the agency, and

WHEREAS, the immediate adoption of rules and regulations pertaining to non-academic Personnel is necessary for the general welfare and that observance of requirements of notice and opportunity to present views on the proposed act would be contrary to the public interest and that said rules and regulations should be adopted as emergency rules.

Now, Therefore, be it resolved that the Permanent Personnel Committee of Community College District 19 does hereby adopt the rules and regulations pertaining to the non-academic Personnel of said District, which were presented this 7th day of July, 1967 as emergency rules.

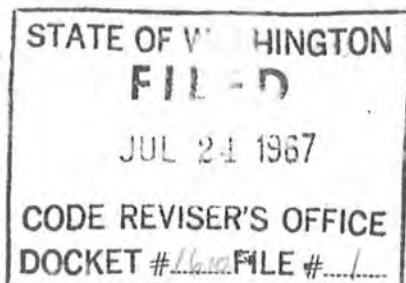



Chairman

RULES AND REGULATIONS
of the
CIVIL SERVICE SYSTEM
of

COMMUNITY COLLEGE DISTRICT NO. 19
PASCO, WASHINGTON

Adopted by the Permanent Personnel Committee
July 7, 1967



COLUMBIA BASIN COLLEGE

July 1, 1967

To: Civil Service Staff Employees

From: Carl S. Munson

Under the direction of the Community College Bill #548, which became a law April 3, 1967, all staff of the community colleges, with the exception of instructional and certain administrative members, come under the jurisdiction of the Civil Service System for Institutions of Higher Learning as of July 1, 1967.

Attached you will find the new salary schedule on which is indicated your own salary placement and a list of rules and regulations.

The law specifies that the medical and retirement coverage will remain as it was under the School District's contracts until such time as the State institutes a new plan.

If you have any questions, please feel free to call the Director of Civil Service Personnel, Carl S. Munson.

COLUMBIA BASIN COLLEGE

Pasco, Washington

COLLEGE PAY RANGE STEP PLAN
(Effective July 1, 1967)

<u>Salary Range No.</u>	<u>Minimum Monthly Maximum</u>								
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>
20	272	284	295	306	317	328	340	352	364
21	294	305	316	326	337	348	359	360	371
22	316	326	337	348	358	368	379	389	390
23	342	358	375	391	407	423	439	455	471
24	375	391	407	423	439	455	471	487	503
25	412	428	444	460	476	492	508	524	540
26	455	471	487	503	519	535	551	567	583
27	503	524	546	567	589	610	631	652	673
28	556	578	599	621	642	663	684	705	726
29	610	631	653	674	696	717	738	759	780
30	663	685	706	728	749	770	792	814	836
31	717	738	760	781	803	824	846	867	888
32	770	792	813	835	856	877	899	921	943
33									

Name _____ Position Title _____

Effective _____

Your salary will be \$ _____ per month for _____ months. The is Range _____, Step _____ of the above scale.

COLUMBIA BASIN COLLEGE
COLLEGE PAY RANGE STEP PLAN

Salary Range No.

20	Mail Clerk, Receptionist
21	Switchboard Operator I, Clerk Typist I
22	Switchboard Operator II, Clerk Typist II, Key punch Operator I
23	Secretary I, Janitor I, Switchboard Operator III, Cashier I, Clerk Typist III, Bookkeeper I
24	Secretary II, Janitor II, Clerk Typist IV, Bookkeeper II, Cashier II
25	Secretary III, Janitor III, Executive Secretary I, Bookkeeper III, Cashier III, Scheduling Coordinator I.
26	Executive Secretary II, Bookstore Manager, Scheduling Coordinator II
27	Executive Secretary III, Scheduling Coordinator III, Maintenance I
28	Head Custodian I, Maintenance II
29	Maintenance Supervisor I, Head Custodian II, Maintenance III
30	Maintenance Supervisor II, Head Custodian III

COLUMBIA BASIN COLLEGE
COLLEGE PAY RANGE STEP PLAN

PLAN A

Mail Clerk, Receptionist, Switchboard Operator I-II-III,
Clerk Typist I-II-III-IV, Key punch Operator I, Janitor I-II-III
Secretary I-II-III, Bookkeeper I-II-III, Cashier I-II-III,
Maintenance I-II-III

PLAN A EXEMPT

Executive Secretary, Scheduling Coordinator, Bookstore
Manager, Head Custodian, Maintenance Supervisor

HOURS OF WORK AND LEAVES OF ABSENCE

HOURS OF WORK. Hours of work shall be specified by job class. They may vary for different classes, but shall be uniform for all employees in the same class.

Two general work schedules are recognized. The assignment of an employee to a particular schedule will be stated in the class specifications as described in the Classification Plan, Rule IV. The employee shall be notified of such assignment in the terms of his appointment.

PLAN A. Forty hours per week shall constitute full-time employment. The normal work week is considered to be eight hours for five consecutive days, from 8:00 a.m. to 5:00 p.m. with one hour for lunch. The Employing Official may adjust the schedule of an individual employee or group of employees under his supervision to provide different schedules of daily hours of working days, or to provide for extra services outside of normal work hours, provided that such adjustment shall not result in requiring an average work week of either less or more than forty hours per week for full-time employment. Reasonable notice will be given the employee whose schedule of hours must be changed.

PLAN A EXEMPT. Employees whose duties are primarily professional or supervisory, or who are assigned the responsible charge of a work program that cannot be restricted to a specific schedule of hours, shall work during such periods as their duties require. Employees may be returned to Plan A at the discretion of their Personnel Director.

REST PERIODS. Each employee shall be entitled to not less than a ten (10) minute rest period for each four hours of work. Each eight-hour shift shall include two rest periods, even though the shift is unequally divided.

HOLIDAYS. The following holidays with pay, in addition to other days designated under the authority of the Board, shall be allowed employees working on a continuous basis or on leave with pay on the last working day preceding the holiday:

New Year's Day	Labor Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Holiday time worked shall be treated as overtime work as defined in the Compensation Plan.

When a holiday falls on an employee's scheduled day off, he shall be given a day of compensatory time off.

ANNUAL LEAVE. Classified employees shall earn annual leave at rates based on the schedule of their duties.

Annual leave with pay shall accrue to employees at the rate of one working day for each month of continuous service if their employment is continuous for six months or longer.

With each of the second, third, and fifth years of continuous employment, one additional working day of annual leave shall be allowed.

Beginning with the tenth year of continuous employment, in recognition of continuity of service, one additional working day of annual leave shall be allowed for each additional year of continuous service thereafter until a maximum of twenty-two (22) working days of annual leave is allowed.

Where less than full-time service is required, annual leave shall accrue at the appropriate fraction of the rates set forth under these Rules.

New employees may not take annual leave until they have completed their probationary period of six month's service.

Annual leave shall be scheduled by the employing department at a time most convenient to the work of the department, the determination of which shall rest with the Employing Official. As far as possible, leave will be scheduled in accordance with the wishes of the employee in any amount up to the total of his earned leave credits.

Unused annual leave credits may be accumulated to a maximum of thirty (30) working days, except that if an employee's request for leave is deferred by the Employing Official and a statement of the necessity is filed with the Director, then the maximum of thirty days' accrual shall be extended for each month that the leave is deferred. Annual leave earned by the employee must be allowed him during the period it is available to him. No extra compensation in lieu of annual leave shall be paid the employee.

Upon separation from the classified service after six months of continuous employment, annual leave pay may be allowed to the extent of the employee's accrued and unused annual leave credits as shown by the records of the Director.

SICK LEAVE. Sick leave with full pay shall accrue to classified employees at the rate of one working day per month of completed service.

Sick leave shall be allowed an employee up to the amount of his earned credits under the following conditions:

Because of and during illness or injury which has incapacitated the employee from performing his duties.

By reason of exposure of the employee to contagious disease during such period as his attendance on duty would jeopardize the health of fellow employees or the public.

Because of emergencies caused by serious illness or death in the immediate family of the employee that require the assistance of the employee in circumstances arising from the care of the patient or arrangements for the deceased. Leave for the purpose of condolence or bereavement may be granted only with the approval of the Employing Official.

For the purpose of medical, dental, or optical appointments, if arranged in advance with the Employing Official.

Sick leave shall not be allowed for maternity purposes.

Sick leave payments to employees suffering illness or injury compensable under industrial insurance provisions shall be pay to which they would be entitled if on duty minus any industrial insurance payments received by the employee in compensation for the time loss resulting from such illness or injury, for the period of such leave.

Sick leave shall accumulate to a maximum of one hundred thirty-two (132) working days of unused leave.

Illness or disability shall be reported at the beginning of any period of sick leave to the immediate supervisory by the employee or the person to act for him. Upon his return to work, the employee may be required by the Employing Official to submit a written statement explaining the nature of the disability.

A physician's certificate of illness or injury satisfactory to the Employing Official may be required for approval of sick leave.

Upon separation of the employee from the classified service for any cause compensation shall not be paid for accrued sick leave credits. Employees who have been laid off will have previous sick leave credits reinstated upon their return to active service.

MILITARY LEAVES OF ABSENCE.

Military Training Leave With Pay. An employee in the classified staff service shall be entitled to military leave of absence without loss of pay for active duty in the Washington National Guard, or in the Army, Air, Marine, or Naval Reserve Forces of the United States for purposes of attending annual field training exercises or otherwise discharging reserve obligations. Military training leave shall not exceed fifteen (15) calendar days in any one year as provided by statute.

Military Leave Without Pay. A classified employee shall be entitled to military leave of absence without pay for service in the armed forces of the United States or the State, and to reinstatement upon application to the Director within ninety (90) days after the expiration of such period of military service, to his former position or to one of like class in accordance with state law governing this matter.

LEAVE FOR CIVIL DUTY. Leave of absence for jury duty, to serve as a witness at trials, or to exercise other civil duties may be granted an employee. In such cases a salary adjustment shall be made to deduct any amount received for such civil duty, less expenses, from the employee's monthly salary warrant, so that there is neither a financial gain nor loss to the employee.

LEAVE OF ABSENCE WITHOUT PAY. Leave of absence without pay may be allowed for a classified employee for specific periods for any of the reasons applicable for leave with pay and for maternity leave.

Leave of absence without pay may be allowed, upon the approval of the Employing Official and the Director, in an amount not to exceed twelve months.

Leave of absence without pay extends from the time an employee's name is removed from the payroll until he returns to continuous service.

Annual leave or sick leave credits will not accrue during a leave of absence without pay which exceeds ten (10) working days in any calendar month.

ABSENCE WITHOUT AUTHORIZED LEAVE. Leave of absence whether with or without pay, must be authorized in writing by the Employing Official and the Director. Absence other than on duly authorized leave, shall be treated as leave without pay, and in addition, may be grounds for disciplinary action.

PROBATIONARY PERIOD

PURPOSE. A probationary or working test period shall be an integral part of the examination process and shall be utilized as an opportunity to observe an employee's work, to train and aid the employee in adjustment to his position, and to reject any employee whose work performance fails to meet required work standards.

DURATION. All original and all promotional appointments shall be tentative and subject to a probationary period of six (6) months of actual service which starts upon the effective date of an appointment. Any interruption of service during the probationary period shall not be counted as a part of such period. (Ref. Act, Sec. 15)

DISMISSAL DURING PROBATIONARY PERIOD. At any time during the trial period the Employing Official may remove an employee whose performance does not meet the required standards, provided that he shall report the removal and the reasons therefor in writing before the effective date of separation to the Director and to the employee concerned. Notice of two weeks will normally be given an employee who is removed. No more than three employees shall be removed successively from the same position during their trial service period without the approval of the Director. Dismissal during the probationary period is not appealable by the employee.

DEMOTION DURING PROBATIONARY PERIOD. At any time during the probationary period when an employee is about to be laid off because of reduction in force the Employing Official, with the consent of the employee, may demote such employee in lieu of layoff if he is otherwise eligible and work is available in a lower class. The name of such an employee shall be restored to the lists from which it was removed at the time of appointment. The probationary period of an employee demoted in lieu of layoff during that period shall include the period of probation in the higher class. No demotion of this kind shall be made if it will result in the separation of any other employee with greater length of service.

An employee serving as a result of appointment from a promotional list, who is removed from the new position for reasons other than misconduct or delinquency and who was a permanent employee in another position in the classified staff service immediately prior to his promotional appointment, shall be reinstated in his former position or in one of like status and pay.

NOTIFICATION OF END OF PROBATIONARY PERIOD. The Employing Official shall notify the Director in writing whether the services of the employee have been satisfactory and whether the employee will be continued in his position. Upon receipt by the Director of a favorable report, the appointment of the employee shall be made permanent at the expiration of the probationary period

SEPARATION AND DISCIPLINARY ACTIONS

SEPARATION. Resignation, retirement, layoff, dismissal, or abandonment of the position shall constitute separation from service.

Resignation. Any employee may resign from service and should present his resignation in writing to the Employing Official. To resign in good standing an employee must give at least two calendar weeks' notice, unless the Director waives the notice requirement. Such resignation shall be promptly forwarded to the Director by the Employing Official.

Retirement. Classified employees are required to participate in a comprehensive retirement plan as a condition of employment. Provisions and stipulations of the retirement plan are promulgated by the Board. Separation from employment by retirement shall be in accordance with regulations adopted by the Board.

Reduction in Force -- Layoff. An Employing Official may separate an employee without prejudice because of lack of funds, reorganization, or curtailment of work. Notice of at least two calendar weeks must be given to such employee.

Order of Layoff. Layoff of permanent employees will be made in inverse order of seniority in the class of work and the organizational unit involved. Seniority shall be measured by the period of unbroken service in the class and organizational unit, including authorized leaves of absence. Where two or more employees in the same class have equal seniority, layoff will be in alphabetic order of the last names of the employees affected.

Transfer or Voluntary Demotion. In the event of a reduction in force, a permanent employee shall not be laid off while any probationary, provisional, or temporary employee is continued in a position of the same class. An employee in a higher class of a series of related classes with greater seniority shall be offered voluntary demotion to a lower class, provided he qualifies for the class and has greater seniority than the occupant of the position in the lower class.

Modification of Order of Layoff. Where a reduction in force on the basis of seniority can be shown to impair seriously the program of the employing unit, the Employing Official may modify the order of layoff. The reasons for such modification must be furnished in writing to any employee affected at least twenty (20) days in advance of the proposed reduction in force, a copy of which shall be sent to the Director. The employee laid off under these circumstances may appeal to the Committee under the provisions of the rules on Appeals From Disciplinary Action.

Separation and Disciplinary Actions

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Laid Off Employees on Layoff Register. The names of permanent and probationary employees who have been laid off shall be placed on the appropriate layoff list in accordance with these rules.

Dismissal. An Employing Official may dismiss for cause any permanent employee under his jurisdiction by delivering at least fifteen (15) calendar days before the effective date thereof a written statement of reasons by certified mail to the employee with a copy to the Director. If the Employing Official, because of the reasons for the dismissal, desires to make an immediate separation from the service, he may effect a suspension without pay pending dismissal. By so notifying the Director in writing, such action shall automatically result in permanent separation at the end of the period of suspension. Suspensions pending dismissal shall be subject to limitations provided under the rule covering Separation and Disciplinary actions. The Employing Official may withdraw or modify a dismissal within fifteen (15) calendar days after the original written notice is filed. A permanent employee so dismissed shall have the right to appeal in writing within thirty (30) calendar days of the date of receipt of the letter of dismissal to the Committee, and shall be granted a hearing as provided under the rule covering Appeals From Disciplinary Actions of these Rules. (Ref. Act, Sec. 17)

Abandonment of Position. An employee who is absent from his position for three consecutive days without notice to the Employing Official may be considered to have abandoned his position. A recognition notice of such abandonment shall be sent by certified mail to the last known address of the employee within seven (7) calendar days after the three consecutive days of absence.

DISCIPLINARY ACTION. Any action which reflects discredit upon the employer or is a direct hindrance to the effective performance of institutional functions shall be considered sufficient cause for disciplinary action.

Reprimand. An Employing Official may reprimand an employee for cause. If such reprimand is to be put in writing, it shall be addressed to the employee and a signed copy shall be sent to the Director for inclusion in the employee's personnel file. A permanent employee who is reprimanded in this manner may appeal for a hearing in writing to the Director within five (5) calendar days of receipt of the reprimand. (Ref. Act, Sec. 17)

Suspension. An Employing Official may suspend an employee without pay for cause for a period or periods not exceeding thirty (30) calendar days in any twelve (12) months and not exceeding fifteen (15) calendar days for any single offense. The Employing Official shall notify the employee concerned in writing by certified mail, with a copy to the Director, not later than one (1) day after the suspension is made

Separation and Disciplinary Actions

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effective. Such notice shall include the reasons for and the duration of the suspension. Any permanent employee who is suspended shall have the right to appeal to the Committee not later than thirty (30) calendar days after the effective date of such action. (Ref. Act, Sec. 17)

Demotion. An Employing Official may demote an employee for cause. A written statement of the reasons for any such action shall be furnished to the employee by certified mail and a copy filed with the Director at least fifteen (15) calendar days prior to the effective date of the action. No demotion shall be made as a disciplinary action unless the employee to be demoted is eligible for employment in the lower class, and shall not be made if any permanent employee in the lower class will be laid off by reason of the action. A permanent employee who is demoted shall have the right to appeal to the Committee not later than thirty (30) calendar days after receipt of such notice. (Ref. Act., Sec. 17.2)

APPEALS FROM DISCIPLINARY ACTIONS

WHO MAY APPEAL. Any permanent employee who is suspended, demoted, or dismissed shall have the right to appeal to the Committee not later than thirty (30) calendar days after the effective date of such action. The request for an appeal must be in writing, setting forth the reasons why such disciplinary action is improper, and must be filed through the Director. The Committee will hear such appeals within thirty (30) calendar days of the receipt of such request. (Ref. Act, Sec. 17)

PROCEDURES FOR HEARING APPEALS. The following provisions of Sections 18, 19, 20, and 21 of the Act govern the conduct of appeal hearings by the Committee as well as appellate hearings by civil courts:

Section 18. Hearings on such appeals shall be open to the public, except for cases in which the (Committee) determines there is substantial reason for not having an open hearing, or in cases where the employee so requests, and shall be informal with technical rules of evidence not applying to the proceedings except the rules of privilege recognized by law. Both the employee and his appointing agency shall be notified reasonably in advance of the hearing and may select representatives of their choosing, present and cross-examine witnesses and give evidence before the (Committee). Members of the (Committee) may, and shall at the request of either party, issue subpoenas and subpoenas duces tecum. All testimony shall be on oath administered by a member of the (Committee). The Board shall certify to the superior court the facts of any refusal to obey a subpoena, take the oath, or testify. The court shall summarily hear the evidence on such refusal and if the evidence warrants punish such refusal in the same manner and to the same extent as for contempt committed before, or in connection with the proceedings of, the court. The (Committee) shall prepare an official record of the hearing, including all testimony, recorded manually or by mechanical device, and exhibits; but it shall not be required to transcribe such record unless requested by the employee who shall be furnished with a complete transcript upon payment of a reasonable charge therefor. Payment of the cost of a transcript used on appeal shall await determination of the appeal and shall be made by the employing agency if the employee prevails.

Section 19. Within thirty (30) days after the conclusion of the hearing the (Committee) shall make and fully record in its permanent records findings of facts, conclusions of law when the construction of a rule, regulation or statute is in question, reasons for the action taken and its order based thereon, which shall be final subject to action by the court on appeal as hereinafter provided at the same time sending a copy of the findings, conclusions and order by registered mail to the employing agency and to the employee at his address as given at the hearing or to a representative designated by him to receive the same.

Section 20. (1) Within thirty (30) days after the recording of the order and mailing thereof, the employee may appeal to the Superior Court of Thruston County, or in the case of an employee of an Institution of Higher Learning to the Superior Court of the County in which such institution is located, on one or more of the grounds that the order was:

- (a) Founded on or contained error of law, which shall specifically include error in construction or application of any pertinent rules or regulations;
- (b) Contrary to a preponderance of the evidence as disclosed by the entire record with respect to any specified finding or findings of fact;
- (c) Materially affected by unlawful procedures;
- (d) Based on violation of any constitutional provision or
- (e) Arbitrary or capricious.

(2) Such grounds shall be stated in a written notice of appeal filed with the court, with copies thereof served on the Director of Personnel or a member of his staff or a member of the (Committee) and on the employing agency, all within the time stated.

(3) Within thirty (30) days after service of such notice or within such further time as the court may allow, the (Committee) shall transmit to the court a certified transcript, with exhibits, of the hearing; but by stipulation between the employing agency and the employee the transcript may be shortened, and either party unreasonably refusing to stipulate to such limitations may be ordered by the court to pay the additional cost involved. The court may require or permit subsequent corrections or additions to the transcript.

Section 21. (1) The court shall review the hearing without a jury on the basis of the transcript and exhibits, except that in case of alleged irregularities in procedure before the (Committee) not shown by the transcript the court may order testimony to be given thereon. The court shall upon request by either party hear oral argument and receive written briefs.

(2) The court may affirm the order of the (Committee), remand the matter for further proceedings before the (Committee), or reverse or modify the order if it finds that the employee's objection thereto is well taken on any of the grounds stated. Appeal shall be available to the employee to the Supreme Court from the order of the Superior Court as in other civil cases.

Section 22. (1) An employee who is terminated from state service may request the (Committee) to place his name on an appropriate re-employment list and the (Committee) shall grant this request where the circumstances are found to warrant re-employment.

(2) Any employee, when fully reinstated after appeal, shall be guaranteed all employee rights and benefits, including back pay, sick leave, vacation accrual, retirement and OASDI credits.

REPRESENTATION AND GRIEVANCES

EMPLOYEE REPRESENTATION. Classified employees may organize, be represented, and collectively negotiate with respect to grievances, wages, hours, and other conditions of employment within the scope permitted by these Rules and the law. (Ref. Act, Sec. 15)

GRIEVANCES. Classified employees may seek settlement, if practical during working hours, of any grievance arising over differences involving working conditions or applications, by employing officials, of the rules set forth herein. The aggrieved employee himself shall first attempt to settle a difference with his immediate supervisor. If unsuccessful, he shall observe the following procedure in presenting his grievance and may be represented or accompanied by another person.

Unless a department head or other principal mentioned in the subsequent steps of the grievance procedure is the immediate supervisor, he may not consider an employee's complaint or grievance until the requirements of the earlier steps of the grievance procedure have been observed.

A complaint shall first be taken up by the aggrieved employee with his immediate supervisor. The supervisor shall make his decision within five (5) working days.

If these parties fail to reach a mutually satisfactory solution of the problem, the employee may next present his case to the appropriate department head who shall make his decision on the matter within five (5) working days.

If, at the conclusion of the second step, a satisfactory settlement has not been reached between the employee and his employing officials, the grievance shall be reduced to writing on forms approved by the Director and submitted to him within fifteen (15) working days.

The Director shall, within fifteen (15) working days arrange to meet with the aggrieved employee and/or his representative and with the department head in an effort to reach a satisfactory settlement of the grievance. A written record of such settlement shall be distributed to all interested parties.

If the employee is not satisfied with the decision of the Director, he may, within fifteen (15) working days make a formal written request to the Committee asking for a review of his grievance before such hearing officer or officers as the Committee shall designate.

QUESTIONS AND INQUIRIES. Classified employees may consult with the Office of the Director concerning matters of classification, compensation, conditions of employment, interpretation of these Rules, or concerning other personnel matters and problems. Such questions and inquiries are not to be construed as grievances and may be made without reference to the grievance procedure above.