

1

PREAMBLE

2 This Agreement is made and entered into by The Evergreen State College, referred to as the
3 “Employer,” and the Washington Federation of State Employees (WFSE), AFSCME Council 28,
4 AFL-CIO, referred to as the “Union.”

5

6 It is the intent of the parties to establish harmonious employment relations through mutual
7 cooperation, provide fair treatment to all employees, promote the mission of The Evergreen State
8 College, recognize the value of all employees and the necessary work they perform, to determine
9 wages, hours and other terms and conditions of employment, and provide methods for prompt
10 resolution of disputes. The Preamble is not subject to the grievance procedure in Article 30.

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ARTICLE 1 UNION RECOGNITION

14 **1.1** The Employer recognizes the Union as the exclusive bargaining representative for the
15 employees described as follows:

16

17 A. Non-Supervisory Classified, 9218

18 B. Supervisory, Classified, 10252

19 **1.2** This Agreement covers the employees in the bargaining units described above, but does
20 not cover any statutorily-excluded positions. The titles of the jobs listed above are for
21 descriptive purposes only.

22 **1.3** If the Public Employment Relations Commission (PERC) certifies the Union as the
23 exclusive bargaining representative during the term of this Agreement for a bargaining unit
24 with the Employer, the terms of this Agreement will apply.

25 *[NOTE: As part of this tentative agreement the Employer proposes that the Parties agree to update this*
26 *article if PERC issues a new decision based on the new non-permanent appointment/employment option*
27 *being extended to higher education institutions effective July 1, 2022.]*

28

29

ARTICLE 2 NON-DISCRIMINATION

30 **2.1** Under this Agreement, neither party will discriminate against employees on the basis of
31 religion, age, sex, status as a breastfeeding mother, pregnancy, marital status, race
32 (including traits historically associated or perceived to be associated with race such as, but
33 not limited to, hair texture and protective hairstyles), color, creed, national origin,
34 citizenship or immigration status, political affiliation, military status, status as an honorably
35 discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, gender
36 identity, gender expression, any real or perceived sensory, mental or physical disability,

37 use of a trained guide or service animal by a person with a disability, genetic information,
38 HIV/AIDS or Hepatitis C status, status as an actual or perceived victim of domestic
39 violence, sexual assault, or stalking, because of the participation or lack of participation in
40 union activities, or any other legally protected class. Bona fide occupational qualifications
41 based on the above traits do not violate this Section.

42 **2.2** Employees who feel they have been the subjects of discrimination are encouraged to
43 discuss such issues with their supervisor or other management staff, or file a complaint in
44 accordance with the Employer's policy. In cases where an employee files both a grievance
45 and an internal complaint regarding the same alleged discrimination, the grievance will be
46 suspended until the internal complaint process has been completed. Following completion
47 of the internal complaint process, the Union may request the grievance process be
48 continued. Such request must be made within fourteen (14) calendar days of the employee
49 and Union being notified, in writing, of the findings of the internal complaint.

50 **2.3** Both parties agree that unlawful harassment will not be tolerated.

51 **2.4** Both parties agree that nothing in this Agreement will prevent the implementation of an
52 approved affirmative action plan.

53 **2.5** Both parties agree that nothing in this Agreement will prevent an employee from filing a
54 complaint with the Washington State Human Rights Commission, Department of
55 Education's Office for Civil Rights, or the Equal Employment Opportunity Commission.

56 **ARTICLE 3**
57 **WORKPLACE BEHAVIOR**

58
59 **3.1** The Employer and the Union agree that all employees should work in an environment that
60 fosters mutual respect and professionalism. The parties agree that inappropriate behavior
61 in the workplace does not promote the Employer's business, employee well being, or
62 productivity. All employees are responsible for contributing to such an environment and
63 are expected to treat others with courtesy and respect.

64 **3.2** Inappropriate workplace behavior by employees, supervisors and/or managers will not be
65 tolerated. If an employee and/or the employee's union representative believes the
66 employee has been subjected to inappropriate workplace behavior, the employee and/or
67 the employee's representative is encouraged to report this behavior to the employee's
68 supervisor, a manager in the employee's chain of command and/or Human Resource
69 Services. The Employer will investigate the reported behavior and take appropriate action
70 as necessary. The employee and/or designated union representative will be notified in
71 writing, with a copy to Human Resource Services, of the beginning and upon conclusion
72 of any investigations.

73 **3.3** Retaliation against employees who make a workplace behavior complaint and witnesses
74 who provide information will not be tolerated.

75 **3.4** Substantive aspects of this article are not subject to the grievance procedure. Procedural
76 aspects of this article are subject to Step 3 of the grievance procedure only. No other
77 grievance steps apply.

78 **ARTICLE 4**
79 **HIRING AND APPOINTMENTS**

80
81 **4.1 Filling Positions**

82 A. The Employer will determine when a position will be filled, the type of appointment
83 to be used when filling the position, and the skills and abilities necessary to perform
84 the duties of the specific position within a job classification. The Employer can fill
85 a position on a full-time or part-time basis. Consideration will be limited to
86 employees who have the skills and abilities required for the position.

87 Positions will be posted for at least ten (10) calendar days. Positions that are posted
88 using the open continuous recruitment process meet the ten (10) calendar days
89 posting requirement.

90 When filling positions, the Employer will consider employees on the appropriate
91 layoff list and the most senior candidate on the internal layoff list with the required
92 skills and abilities who had indicated an appropriate geographic availability will be
93 appointed to the position. If there are no names on the internal layoff list, the
94 Employer will consider internal promotional candidates and employees who are
95 requesting a transfer or voluntary demotion prior to considering other candidates.
96 The Employer will offer an interview to at least three (3) internal candidates with
97 the skills and abilities required for the position.

98 B. Internal Posting of Vacant Positions

99 Human Resource Services will regularly distribute employment bulletins to
100 employees by email. The parties agree to meet in UMCC regarding how to handle
101 areas where email distribution may not be feasible.

102 C. An internal promotional candidate is an employee who applies for appointment
103 with the Employer to a class with a higher salary range maximum.

104 D. A transfer candidate is an employee who applies for appointment with the
105 Employer to a position in the same class, same class on a different shift or to a
106 different class with the same salary range maximum.

107 E. A voluntary demotion candidate is an employee who applies for appointment with
108 the Employer to a class with a lower salary range maximum.

109 F. The Employer will establish an application process for internal promotions,
110 transfers and voluntary demotions. Consideration will be limited to employees who
111 have the skills and abilities required for a position.

112

113 4.2 Types of Appointment

114 A. Regular Employment

115 The Employer may fill a position with a regular employment appointment for
116 positions scheduled to work twelve (12) months per year.

117 B. Cyclic Year Employment

118 The Employer may fill a position with a cyclic year appointment for positions
119 scheduled to work less than twelve (12) full months each year, due to known,
120 recurring periods in the annual cycle when the position is not needed. At least
121 fifteen (15) days before the start of each annual cycle, incumbents of cyclic year
122 positions will be informed, in writing, of their scheduled periods of leave without
123 pay in the ensuing cycle. Such periods of leave without pay will not constitute a
124 break in service.

125 When additional work is required of a cyclic position during a period for which the
126 position was scheduled for leave without pay, the temporary work will be offered
127 to the incumbent. The incumbent will be allowed at least three (3) working days in
128 which to accept or decline the offer. Should the incumbent decline the work, it will
129 be offered to other cyclic employees, in the same classification or a higher
130 classification in the same class series, with the necessary skills and abilities, in order
131 of seniority, before being filled by other means. If the position has a lower salary
132 range maximum, the cyclic employee will be placed in the new range at a salary
133 equal to their previous base salary. If the previous base salary exceeds the new
134 range, the employee's base salary will be set equal to the new range maximum.

135 C. Project Employment

136 1. The Employer may appoint employees into project positions for which
137 employment is contingent upon state, federal, local, grant, or other special
138 funding of specific and of time-limited duration or when a classified
139 employee is on approved leave without pay to accept a temporary exempt
140 appointment with the Employer in accordance with Article 19.2 H. The
141 Employer will notify the employees, in writing, of the expected ending date
142 of the project employment.

143 2. Employees who have entered into project employment without previously
144 attaining permanent status will serve a probationary period. Employees will

145 gain permanent project status upon successful completion of their
146 probationary period.

147 Employees with permanent project status will serve a trial service period
148 when they:

149 a. Promote to another job classification within the project; or

150 b. Transfer or voluntarily demote within the project to another job
151 classification in which they have not attained permanent status.

152 3. The Employer may consider project employees with permanent project
153 status for transfer, voluntary demotion, or promotion to non-project
154 positions. Employees will serve a trial service period upon transfer,
155 voluntary demotion, or promotion to a non-project position.

156 4. When the Employer converts a project appointment into a permanent
157 appointment, the employee will serve a probationary or trial service period.

158 5. The layoff and recall rights of project employees will be in accordance with
159 the provisions in Article 35, Layoff and Recall.

160 D. In-Training Employment

161 1. The Employer may designate specific positions, groups of positions, or all
162 positions in a job classification or series as in-training. The Employer will
163 document the training program, including a description and length of the
164 program. The Employer will discuss any proposed in-training series at a
165 Union-Management Communication Committee meeting prior to
166 implementation.

167 2. A candidate who is initially hired into an in-training position must
168 successfully complete the job requirements of the appointment. The
169 Employer may separate from classified service any employee who has
170 completed the probationary period for an in-training appointment but does
171 not successfully complete the subsequent trial service periods required by
172 the in-training program. Employees who are not successful may be
173 separated at any time with three (3) working days' notice from the
174 Employer.

175 If the Employer fails to provide three (3) working days' notice, the
176 separation will stand and the employee will be entitled to payment of salary
177 for up to three (3) working days, which the employee would have worked
178 had notice been given. Under no circumstances will notice deficiencies
179 result in an employee gaining status in the in-training position. The

180 separation of an employee will not be subject to the grievance procedure in
181 Article 30, Grievance Procedure.

182 3. An employee with permanent status who accepts an in-training appointment
183 will serve a trial service period or periods, depending on the requirements
184 of the in-training program. The Employer may revert an employee who
185 does not successfully complete the trial service period or periods at any time
186 with three (3) working days' notice.

187 If the Employer fails to provide three (3) working days' notice, the reversion
188 will stand and the employee will be entitled to payment of the difference in
189 salary for up to three (3) working days, which the employee would have
190 worked at the higher level if notice had been given. Under no circumstances
191 will notice deficiencies result in an employee gaining permanent status in
192 the in-training position.

193 The employee's reversion right will be to the job classification that the
194 employee held permanent status prior to their in-training appointment, in
195 accordance with Subsections 4.5 B.3 and 4.5 B.4 of this Article.

196 4. A trial service period may be required for each level of the in-training
197 appointment, or the entire in-training appointment may be designated as the
198 trial service period. The Employer will determine the length of the trial
199 service period or periods to be served by an employee in an in-training
200 appointment.

201 5. If a trial service period is required for each level of the in-training
202 appointment, the employee will attain permanent status upon successful
203 completion of the training program at each level.

204 6. If the entire in-training program—meaning all levels within the in-training
205 appointment—is designated as a trial service period, the employee will
206 attain permanent status upon successful completion of the training
207 requirements for the entire in-training program.

208 E. Other Employment

209 A permanent status employee who is on approved leave without pay to accept a
210 temporary exempt appointment with the Employer in accordance with Article 19.2
211 H will:

212 1. Maintain their established periodic increment date in accordance with
213 Article 43.7;

214 2. Accrue vacation leave in accordance with Article 11.3; and
215

216
217 3. Have reemployment rights in accordance with Article 19.4.
218

219 **4.3 Employee Status**

220 A. Classified Service

221 An employee will attain permanent status in the classified service upon completion
222 of a probationary review period. For positions designated in-training, Article 4.2
223 D will govern when permanent status is attained.

224 B. Job Classification

225 An employee will attain permanent status in a job classification upon the
226 employee's successful completion of a probationary, trial service, or transition
227 review period.

228 **4.4 Certification of Applicants**

229 The Employer will determine the number of applicants to be certified to the hiring official
230 for consideration. All employees on the internal layoff list for the classification, and all
231 promotional, transfer and voluntary demotion candidates, who have the skills and abilities
232 to perform the duties of the position will be certified and will be considered by the
233 Employer, prior to consideration of other candidates.

234 **4.5 Review Periods**

235 A. Probationary Period

236 1. Every permanent employee, whether part-time or full-time, following the
237 employee's initial appointment with the Employer to a permanent position,
238 will serve a probationary period of six (6) months. The Employer may
239 extend the probationary period for an individual employee or for all
240 employees in a class as long as the extension does not cause the total period
241 to exceed twelve (12) months.

242 2. The Employer may separate a probationary employee at any time during the
243 probationary period, whether or not the Employer has evaluated the
244 probationary employee. The Employer will provide the employee one (1)
245 working days' written notice prior to the effective date of the separation.

246 If the Employer fails to provide one (1) working days' notice, the separation
247 will stand and the employee will be entitled to payment of salary for up to
248 one (1) working day, which the employee would have worked had notice
249 been given. Under no circumstances will notice deficiencies result in an
250 employee gaining permanent status. The separation of a probationary
251 employee will not be subject to the grievance procedure in Article 30.

252 3. The Employer will extend a full-time employee's probationary period, on a
253 day-for-a-day basis, for any day(s) that the employee is on leave without
254 pay or shared leave, except for leave taken for military service. Employees
255 working less than full-time will have their probationary period extended, on
256 a day-for-a-day basis, on the same proportional basis that their appointment
257 bears to full-time appointment. When an employee's probationary period
258 is extended, the Employer will provide written notice indicating the basis
259 for the extension and attendance, training, and performance expectations, if
260 applicable.

261 4. An employee who transfers, promotes or voluntarily demotes prior to
262 completing their initial probationary period will serve a new probationary
263 period. The length of the new probationary period will be in accordance
264 with Subsection 4.5 A.1, unless adjusted by the Employer for time already
265 served in probationary status. In no case, however, will the total
266 probationary period be less than six (6) consecutive months.

267 B. Trial Service Period

268 1. Except for those employees in an in-training appointment, all other
269 employees with permanent status who are promoted, or who voluntarily
270 accept a transfer or demotion into a job classification for which they have
271 not previously attained permanent status, or who moves to a different
272 position within their current job classification that requires different skills
273 and abilities will serve a trial service period of six (6) consecutive months.
274 Employees in an in-training appointment will follow the provisions of
275 Article 4.2 D. The Employer may extend the trial service period for an
276 individual employee or for all employees in a class as long as the extension
277 does not cause the total trial service period to exceed twelve (12) months.

278 2. Any employee serving a trial service period will have their trial service
279 period extended, on a day-for-a-day basis, for any day(s) that the employee
280 is on leave without pay or shared leave, except for leave taken for military
281 service. When an employee's trial service period is extended, the Employer
282 will provide written notice indicating the basis for the extension and
283 attendance, training, and performance expectations, if applicable.

284 3. With three (3) working days' written notice by the Employer, an employee
285 who does not successfully complete their trial service period will be offered
286 a funded position that is:

287 a. Vacant and is within the trial service employee's previously held job
288 classification; or

289 b. Vacant at or below the employee's previous salary range.

290 In either case, the employee being reverted must have the skills and abilities
291 required for the vacant position. If the employee has not attained permanent
292 status in the vacant position, the employee will be required to complete a
293 trial service period.

294 If the Employer fails to provide three (3) working days' notice, the reversion
295 will stand and the employee will be entitled to payment of the difference in
296 the salary for up to three (3) working days, which the employee would have
297 worked at the higher level if notice had been given. Under no circumstances
298 will notice deficiencies result in an employee gaining permanent status in
299 the higher classification.

300 4. An employee who has no reversion options or does not revert to the
301 classification the employee held prior to the trial service period may request
302 Human Resource Services to place their name on the layoff list for positions
303 in job classifications where the employee had previously attained
304 permanent status.

305 5. An employee serving a trial service period may voluntarily revert to the
306 employee's former position within fifteen (15) calendar days after the
307 appointment, provided that the position has not been filled or an offer has
308 not been made to an applicant. The Employer may consider requests after
309 the fifteen (15) day period. After fifteen (15) days, an employee serving a
310 trial service period may voluntarily revert at any time to a vacant position
311 with the Employer that is:

312 a. Within the employee's previously held job classification; or

313 b. At or below the employee's previous salary range.

314 If the employee has not attained permanent status in the job classification,
315 the employee will be required to complete a trial service period.

316 The reversion of an employee who is unsuccessful during their trial service
317 period is not subject to the grievance procedure in Article 30, Grievance
318 Procedure.

319 C. Transition Review Period

320 In accordance with Article 35, Layoff and Recall, the Employer may require an
321 employee to complete a transition review period.

322

323 **ARTICLE 5**
324 **TEMPORARY APPOINTMENTS**

325
326 **5.1 Temporary Appointments**

327 The Employer may make temporary appointments to fill vacancies caused by the absence
328 of an employee; to address fluctuations in workload; to meet needs in situations where
329 there is insufficient work or resources to support a regular, cyclic, project or in-training
330 position; or for business needs.

331
332 A. Individuals in temporary appointments are:

- 333
334 1. Employed for one thousand fifty (1,050) hours of work or less;
335
336 2. Limited to one thousand fifty (1,050) hours of work or less in the same
337 twelve (12) consecutive month period from the original date of hire or July
338 1, 2022, whichever is later; and
339
340 3. Limited to one or more appointments for only one occurrence with the
341 Employer

342 B. Represented Individuals

343 Excluding students, individuals in temporary appointments who work three
344 hundred fifty (350) hours to a maximum of one thousand fifty (1,050) hours in a
345 consecutive twelve (12) month period from the original date of hire or July 1, 2022,
346 whichever is later, who are members of the bargaining units identified in Article 1,
347 Union Recognition, represented by the Union, are governed by the specific terms
348 of this Article. Unless identified in Section 5.11, below, no other Articles in this
349 Agreement apply to represented individuals.

350
351 **5.2 Compensation**

352 A. The Employer will continue current practices regarding salary assignments for
353 represented individuals.

354 B. All represented individuals earning a salary that is equal to the state minimum
355 wage, will have their salaries adjusted each January, in accordance with the state
356 minimum wage act.

357 **5.3 Hours of Work and Overtime**

358 The Employer will assign the hours of work for represented individuals. All hours worked
359 in excess of forty (40) hours in a seven (7) day workweek constitutes overtime. Overtime
360 hours will be compensated at a rate of one and one-half (1-1/2) times the represented
361 individual's regular rate of pay.

362 **5.4 Work on a Holiday**

363 Represented individuals will be paid for the hours actually worked on a holiday at the
364 overtime rate. The holiday for represented individuals whose shifts begin on one calendar
365 day and end on the next calendar day will start at the beginning of the shift that begins on
366 the holiday.

367 **5.5 Paid Sick Leave**

368 Overtime-eligible, represented individuals will accrue and may use paid sick leave in
369 accordance with the Employer's policy.

370 Accrued paid sick leave will not exceed eight (8) hours per month.

371 **5.6 Release Time for Interviews**

372 Release time will be granted to represented individuals for the purposes of interviewing for
373 positions within the Employer.

374 **5.7 Suspended Operations**

375 If the President or designee of the Employer determines that the public health, property or
376 safety is jeopardized and it is advisable due to emergency conditions to suspend the
377 operation of all or any portion of the Employer, the following will govern represented
378 individuals:

379 A. When prior notice has not been given, represented individuals released until further
380 notice after reporting to work will be compensated for hours worked on the first
381 day of suspended operations.

382 B. Represented individuals who are not required to work during suspended operations
383 may request and may be granted a schedule change during their workweek.

384 C. Represented individuals who are required to work during suspended operations will
385 receive their regular hourly rate for work performed and will receive penalty pay
386 of one-half (1/2) of their regular hourly pay during the first day of suspended
387 operations. After the first day of suspended operations, represented individuals
388 required to work during suspended operations will receive one and one-half (1-1/2)
389 times their regular hourly pay for work performed during the remaining period of

390 suspended operations. Overtime worked during suspended operations will be
391 compensated in accordance with Section 5.3, above.

392 **5.8 Remedial Action**

393 A. If a represented individual has worked in one or more temporary position
394 appointments for more than one thousand fifty (1,050) hours in a twelve (12)
395 consecutive month period from the individual's original date of hire or July 1, 2022,
396 whichever is later, the represented individual may request remedial action from the
397 State Human Resources Director in accordance with WAC 357-19-450. Overtime
398 and time worked as a student employee are not counted in the one thousand fifty
399 (1,050) hours. Following the Director's review of the remedial action request, an
400 individual may file exceptions to the Director's decision in accordance with WAC
401 357-49-0165.

402 B. Remedial action is not subject to the provisions of the grievance procedure
403 specified in Section 5.12, below.

404 **5.9 Privacy and Off-Duty Conduct**

405 A. Employees have the right to confidentiality related to personal information and
406 personnel issues to the extent provided/allowed by law. The Employer, the Union
407 and the employees will take appropriate steps to maintain such confidentiality.

408 B. An employee will report all arrests and any court-imposed sanctions or conditions
409 that affect the employee's ability to perform assigned duties to Human Resource
410 Services or appointing authority within twenty-four (24) hours or prior to their
411 scheduled work shift, whichever occurs first.

412 **5.10 Reasonable Accommodation**

413 Sections 34.1 through 34.4 of Article 34, Reasonable Accommodation and Disability
414 Separation, apply to represented individuals.

415 **5.11 Other Provisions**

416 The following Articles in this Agreement apply to represented individuals:

417 Article 2 Non-Discrimination

418 Article 9.6 New Employee Orientation/On-Boarding and Access to New Employees

419 Article 20 Safety and Health

420 Article 21 Uniforms, Tools and Equipment

421 Article 22 Drug and Alcohol Free Workplace

422 Article 23 Travel

| | | |
|-----|------------|--|
| 423 | Article 24 | Commute Trip Reduction and Parking |
| 424 | Article 25 | Licensure and Certification |
| 425 | Article 31 | Legal Defense |
| 426 | Article 32 | Employee Assistance Program |
| 427 | Article 33 | Employee Files |
| 428 | Article 36 | Management Rights |
| 429 | Article 37 | Mandatory Subjects |
| 430 | Article 38 | Union-Management Communication Committee |
| 431 | Article 40 | Union Activities |
| 432 | Article 41 | Union Dues Deduction and Status Reports |
| 433 | Article 46 | Childcare Center |
| 434 | Article 47 | Employee Lounge Facilities |
| 435 | Article 48 | Strikes |
| 436 | Article 51 | Entire Agreement |
| 437 | Article 52 | Savings Clause |
| 438 | Article 53 | Distribution of Agreement |
| 439 | Article 54 | Term of Agreement |

440

441 **5.12 Grievance**

442 For the purposes of this Section, a grievance is defined as an allegation by a represented
443 individual or group of represented individuals that there has been a violation,
444 misapplication, or misinterpretation, of a provision of this Agreement that is applicable to
445 represented individuals.

446 The provisions of Article 30, Grievance Procedure, apply to represented individuals as
447 follows:

- 448 30.1 Applies in its entirety.
- 449 30.2 A, does not apply.
- 450 30.2 B-O, apply in their entirety.
- 451 30.3 A, applies in its entirety.
- 452 30.3 B, does not apply.
- 453 30.3 C, Step 1 applies in its entirety.

- 454 30.3 C, Step 2 applies in its entirety.
455 30.3 C, Step 3 applies in its entirety.
456 30.3 C, Step 4 applies only for the Pre-Arbitration Review Meeting and is the final step
457 in the grievance process.
458 30.4 Applies in its entirety.

459
460 The remainder of Article 30, Grievance Procedure, does not apply.
461

ARTICLE 6 PERFORMANCE EVALUATION

464 6.1 Objective

465 The Employer will evaluate employee work performance. The performance evaluation
466 process gives a supervisor an opportunity to discuss performance goals and expectations
467 with their employee and assess and review the employee's performance with regard to
468 those goals and expectations, and to adjust and refine the goals and expectations of the
469 employee, as appropriate. Supervisors can then provide support to the employee in their
470 professional development, so that skills and abilities can be aligned with the Employer's
471 mission and goals.

472 Regular communications and discussions between the employee and the supervisor will
473 occur throughout the evaluation period, and should address strengths, accomplishments,
474 and/or failure to meet goals and expectations related to the employee's performance.
475 Performance problems should be brought to the attention of the employee at the time of
476 the occurrence to give the employee an opportunity to receive additional training, if
477 appropriate, and/or to correct or address the issue; and before it is included in the
478 performance evaluation. The evaluation is not a substitute for regular communications and
479 discussions, rather a structured complement to it.

480 6.2 Evaluation Process

481 A. The immediate supervisor will meet with an employee at the start of the employee's
482 probationary, trial services, transition, and annual review period to discuss
483 performance expectations. The employee will receive copies of their performance
484 expectations as well as notification of any modifications made during the review
485 period. Employee work performance will be evaluated during probationary, trial
486 service and transition review periods and at least annually thereafter. Notification
487 will be given to a probationary or trial service employee whose work performance
488 is determined to be unsatisfactory.

- 489 B. The supervisor will discuss the evaluation with the employee. The employee will
490 have the opportunity to provide feedback on the evaluation. The discussion may
491 include such topics as:
- 492 1. Reviewing the employee's performance;
 - 493 2. Identifying ways the employee may improve their performance;
 - 494 3. Updating the employee's position description;
 - 495 4. Identifying performance goals and expectations for the next appraisal
496 period; and
 - 497 5. Identifying employee training and development goals and opportunities.
- 498 C. The performance evaluation process will include, but not be limited to, a written
499 performance evaluation on forms used by the Employer, the employee's signature
500 acknowledging receipt of the forms, and any comments by the employee. A copy
501 of the performance evaluation will be provided to the employee at the time of the
502 review. A copy of the final performance evaluation, including any employee or
503 reviewer comments, will be provided to the employee. The original performance
504 evaluation forms, including the employee's comments, will be maintained in the
505 employee's personnel file.
- 506 D. If an employee disagrees with their performance evaluation, the employee has the
507 right to attach a rebuttal.
- 508 E. The performance evaluation process is subject to the grievance procedure in Article
509 30, Grievance Procedure. The specific content of a performance evaluation is not
510 subject to the grievance procedure, except as provided in Article 6.2 G.
- 511 F. Performance evaluations will not be used to initiate personnel actions such as
512 transfer, promotion, or discipline.
- 513 G. If an employee has been fully or partially exonerated of a specific discipline
514 resulting from misconduct through the disciplinary grievance procedure, via a
515 settlement agreement, or as a result of arbitration instruction(s), or if the Employer
516 determines that allegations of misconduct are false in whole or in part, reference(s)
517 to the specific discipline in the performance evaluation will be redacted. If the
518 Employer fails to redact the specific reference(s) to the discipline that has been
519 exonerated, the failure to redact the reference(s) is subject to the grievance
520 procedure up to Step 3.
- 521 H. If an employee is not evaluated during the evaluation period, it may be construed
522 to mean the employee has performed satisfactorily. Lack of a performance
523 evaluation does not negate the content of regular communications and discussions

524 about strengths, accomplishments and/or failure to meet goals and expectations as
525 referenced in Section 6.1 above.

526 **6.3** Training on performance evaluations will be offered to all bargaining unit employees.

527 **ARTICLE 7**
528 **HOURS OF WORK**

529 **7.1 Definitions**

530 A. Full-time Employees

531 Employees who are scheduled to work forty (40) hours per workweek.

532 B. Overtime-Eligible Employees

533 Employees who are covered by the overtime provisions of state and federal law.

534 C. Overtime-Exempt Employees

535 Employees who are not covered by the overtime provisions of state and federal law.

536 D. Part-time Employees

537 Employees who are scheduled to work less than forty (40) hours per workweek.

538 E. Work Schedules

539 Workweeks and work shifts of different numbers of hours established by the
540 Employer in order to meet business and customer service needs, in accordance with
541 federal and state laws.

542 F. Work Shift

543 The hours an employee is scheduled to work each workday in a workweek.

544 G. Workday

545 One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

546 H. Workweek

547 A regularly re-occurring period of one hundred and sixty-eight (168) hours
548 consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will
549 begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday
550 or as otherwise designated by the appointing authority. If there is a change in their
551 workweek, employees will be given written notification by the appointing authority
552 or their designee.

553 **7.2 Determination**

554 Per state and federal law, the Employer will determine whether a position is overtime-
555 eligible or overtime-exempt. If there is a change in the overtime eligibility designation for
556 an employee's position, the Employer will provide the employee with written notification
557 of the change.

558 **7.3 Overtime-Eligible Employees**

559 A. Work Schedules

560 1. Regular Work Schedules

561 The regular work schedule for overtime-eligible employees will not be more
562 than forty (40) hours in a workweek, with two (2) consecutive days off and
563 starting and ending times as determined by the requirements of the position
564 and the Employer. The Employer may adjust the regular work schedule
565 with prior notice to the employee.

566 2. Alternate Work Schedules

567 Workweeks and work shifts of different numbers of hours may be
568 established for overtime-eligible employees by the Employer in order to
569 meet business and customer service needs, as long as the alternate work
570 schedules meet federal and state law. Employees may request alternative
571 work schedules and the Employer may approve the request if the Employer
572 believes the requested alternate schedule complies with business and
573 customer service needs and/or there are no performance or attendance
574 concerns. When there is a holiday, employees may be required to switch
575 from their alternate work schedules to regular work schedules.

576 B. Schedule Changes

577 1. Temporary Schedule Changes

578 Employees' workweeks and/or work schedules may be temporarily changed
579 with prior documented written work schedule change notice from the
580 Employer and a copy provided to the employee. A temporary schedule
581 change is defined as a change lasting twenty-one (21) calendar days or less.
582 Overtime-eligible employees will receive seven (7) calendar days' written
583 notice of any temporary schedule change. The day that notification is given
584 is considered the first day of notice. Notice will normally be given to the
585 affected employees during their scheduled working hours. If an affected
586 employee is on extended leave, notice may be sent to the employee's last
587 known address. Adjustments in the hours of work of daily work shifts
588 during a workweek do not constitute a temporary schedule change.

589 2. Permanent Schedule Changes

590 Employees' workweeks and work schedules may be permanently changed
591 with prior documented written work schedule change notice from the
592 Employer and a copy provided to the employee. Overtime-eligible
593 employees will receive fourteen (14) calendar days' written notice of a
594 permanent schedule change. The day notification is given is considered the
595 first day of notice. Notice will normally be given to the affected employees
596 during their scheduled working hours. If an affected employee is on
597 extended leave, notice may be sent to the employee's last known address.
598 Adjustments in the hours of work of daily work shifts during a workweek
599 do not constitute a permanent schedule change.

600 3. Emergency Schedule Changes

601 The Employer may adjust an overtime-eligible employee's workweek and
602 work schedule without prior notice in emergencies or unforeseen
603 operational needs.

604 4. Employee-Requested Schedule Changes

605 Overtime-eligible employees' workweeks and work schedules may be
606 changed at the employee's request and with the Employer's approval,
607 provided the Employer's business and customer service needs are met and
608 no overtime expense is incurred.

609 C. Home Phone Calls

610 Time spent on work-related telephone calls received during the employee's non-
611 work time and subsequent, related employee-initiated calls will be considered time
612 worked.

613 D. Shift Bidding Within Building Services and Police Dispatch

614 A regular employee in shift work assignments within Building Services and Police
615 Dispatch who has successfully completed a probationary, trial service or transition
616 review period may express their interest to the Employer in having particular work
617 shifts. When a position is going to be filled on a permanent basis, the Employer
618 will determine whether any employees have expressed an interest in that shift.
619 Employees with the highest seniority, as defined in Article 39, Seniority, will
620 receive their choice of shifts when comparable duties are involved and the
621 employee has the skills and abilities necessary to perform the duties of the position.

622 1. Components of Shift Bid Request

623 Shift bid requests will indicate the employee's choice of shift, full-time
624 equivalent appointment, and days off. Employees will be responsible for
625 the accuracy of their bids. If the employee's shift bid request does not match
626 exactly the parameters of the vacant position, the employee will not be
627 considered for the vacancy. Each bid request will remain active and in
628 effect until June 30 of each calendar year.

629 2. Submittal and Withdrawal of Bids

630 Employee will submit a shift bid request to Human Resource Services. Any
631 bids received by Human Resource Services after Human Resource Services
632 has received notice that the position will be filled on a permanent basis will
633 not be considered for the vacancy. An employee may withdraw or amend
634 their shift bid request, in writing to Human Resource Services, at any time.

635 3. Refusal of Shift Bid Request

636 The Employer may reject an employee's shift bid request for one of the
637 following reasons:

638 a. The employee has documented attendance or performance
639 problems.

640 b. The employee has been awarded a bid within the last six (6) months.
641 The six (6) month period will begin on the first day the employee is
642 assigned to the new shift.

643 4. Reassignment from a Bid Position

644 Nothing in Section 7.3 D of the Article will preclude the Employer from
645 reassigning an employee from the employee's shift bid position to another
646 position on a different shift or to a position with different days off, provided
647 the employee is notified in writing, of the reason(s) for the reassignment.

648 **7.4 Workload**

649 A. If an employee believes their workload is not achievable within the worktime
650 authorized by the Employer, the employee may seek the assistance of their
651 immediate supervisor. The immediate supervisor is responsible for providing the
652 employee with direction and guidance that may include the setting of priorities,
653 adjustment of work, or other actions that will assist the employee in the
654 accomplishment of their work assignments.

655
656 B. If the employee still has workload concerns after discussions with their immediate
657 supervisor, the employee may raise these concerns to their appointing authority or
658 designee.

659
660 C. Section 7.4 is not subject to Article 30, Grievance Procedure.

661 **7.5 Overtime-Eligible Employees Unpaid Meal Periods**

662 The Employer and the Union agree to unpaid meal periods that vary from and supersede
663 the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods
664 for employees working more than five (5) consecutive hours, if entitled, will be a minimum
665 of thirty (30) minutes and will be scheduled as close to the middle of the work shift as
666 possible, taking into account the Employer's work requirements and the employee's
667 wishes. Employees working three (3) or more hours longer than a normal workday will be
668 allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid
669 meal period is interrupted by work duties, the employee will be allowed to resume their
670 unpaid meal period following the interruption, if possible, to complete the unpaid meal
671 period. In the event an employee is unable to complete the unpaid meal period due to
672 operational necessity, the employee will be entitled to compensation, which will be
673 computed based on the actual number of minutes worked within the unpaid meal period.
674 A portion of an unpaid meal period may occasionally be used for late arrival or early
675 departure from work when approved by the supervisor and the remaining portion of the
676 unpaid meal period is a minimum of thirty (30) minutes. Meal and rest periods will not be
677 combined.

678 **7.6 Overtime-Eligible Employees Paid Meal Periods for Straight Shift Schedules**

679 The Employer and the Union agree to paid meal periods that vary from and supersede the
680 paid meal period requirements of WAC 296-126-092. Employees working straight shifts
681 will not receive a paid meal period, but will be permitted to eat intermittently as time allows
682 during their shifts while remaining on duty. Meal periods for employees on straight shifts
683 do not require relief from duty.

684 **7.7 Overtime-Eligible Employees Rest Periods**

685 The Employer and the Union agree to rest periods that vary from and supersede the rest
686 periods required by WAC 296-126-092. Employees will be allowed rest periods of fifteen
687 (15) minutes for each one half (1/2) shift of four (4) or more hours worked at or near the
688 middle of each one half (1/2) shift of four (4) or more hours. Rest periods do not require
689 relief from duty. Where the nature of the work allows employees to take intermittent rest
690 periods equivalent to fifteen (15) minutes for each one half (1/2) shift, scheduled rest
691 periods are not required. Rest periods may not be used for late arrival or early departure
692 from work and rest and meal periods will not be combined.

693 **7.8 Overtime-Eligible Employees - Positive Time Reporting**

694 Overtime-eligible employees will accurately report time worked in accordance with a
695 positive time reporting process as determined by the Employer. The Union may request to
696 bargain in accordance with Article 37, Mandatory Subjects.

697 **7.9 Overtime-Exempt Employees**

698 Overtime-exempt employees are not covered by federal or state overtime laws.
699 Compensation is based on the premise that overtime-exempt employees are expected to
700 work as many hours as necessary to provide the public services for which they were hired.
701 These employees are accountable for their work product, and for meeting the objectives of
702 the Employer for which they work. The Employer's policy for all overtime-exempt
703 employees is as follows:

704 A. The Employer determines the products, services, and standards which must be met
705 by overtime-exempt employees.

706 B. Overtime-exempt employees are expected to work as many hours as necessary to
707 accomplish their assignments or fulfill their responsibilities and must respond to
708 directions from management to complete work assignments by specific deadlines.
709 Full-time overtime-exempt employees are expected to work a minimum of forty
710 (40) hours in a workweek and part-time overtime-exempt employees are expected
711 to work proportionate hours. Overtime-exempt employees may be required to work
712 specific hours to provide services, when deemed necessary by the Employer.

713 C. The salary paid to overtime-exempt employees is full compensation for all hours
714 worked.

715 D. Overtime-exempt employees are not authorized to receive any form of overtime
716 compensation, formal or informal.

717 E. The appointing authority or their designee may approve overtime exempt employee
718 absences with pay for extraordinary or excessive hours worked, without charging
719 leave.

720 F. If they give notification and receive the Employer's concurrence, overtime-exempt
721 employees may alter their work hours. Employees are responsible for keeping
722 management apprised of their schedules and their whereabouts.

723 G. Prior approval from the Employer for the use of paid or unpaid leave for absences
724 of two (2) or more hours is required, except for unanticipated sick leave.

725 **ARTICLE 8**
726 **OVERTIME**

727 **8.1 Definitions**

728 A. Overtime

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

731 B. Overtime Rate

732 In accordance with the applicable wage and hour laws, the overtime rate will be
733 one and one-half (1-1/2) of an employee's regular rate of pay. The regular rate of
734 pay will not include any allowable exclusions.

735 C. Work

736 The definition of work, for overtime purposes only, includes:

- 737 1. All time actually spent performing the duties of the assigned represented
738 bargaining unit job;
- 739 2. Travel time required by the Employer during normal work hours from one
740 work site to another or travel time prior to normal work hours to a different
741 work location that is greater than the employee's normal home-to-work
742 travel time and all travel in accordance with applicable wage and hour laws;
- 743 3. Vacation leave;
- 744 4. Sick leave;
- 745 5. Compensatory time;
- 746 6. ;
- 747 Holidays; and
- 748 7. Any other paid time not listed below.

749 D. Work for overtime purposes does not include:

- 750 1. Shared leave;
- 751 2. Leave without pay;
- 752 3. Additional compensation for time worked on a holiday; and
- 753 4. Time compensated as standby, callback, or any other penalty pay.

754 **8.2 Overtime Eligibility and Compensation**

755 Overtime eligible employees are eligible for overtime and will be compensated at the
756 overtime rate if they have prior approval and work more than forty (40) hours in a
757 workweek. An employee whose workweek is less than forty (40) hours will be paid at their
758 regular rate of pay for all work performed up to forty (40) hours in a workweek and paid
759 at the overtime rate for authorized work more than forty (40) hours in a workweek.

760 **8.3 General Provisions**

761 A. The Employer will determine whether work will be performed on regular work time
762 or overtime, the number, the skills and abilities of the employees required to
763 perform the work, and the duration of the work.

764 B. The Employer will first attempt to meet its overtime requirements on a voluntary
765 basis with qualified employees who are currently working. In the event there are
766 not enough employees volunteering to work, the supervisor may require employees
767 to work overtime. The supervisor will give as much advance notice as possible to
768 employees and consider an employee's personal and family needs prior to requiring
769 overtime. There will be no pyramiding of overtime.

770 C. If an employee was not offered overtime for which the employee was qualified, the
771 employee will be offered the next available overtime opportunity for which they
772 are qualified.

773 **8.4 Compensatory Time for Overtime-Eligible Employees**

774 A. Compensatory Time Eligibility

775 The Employer may grant compensatory time in lieu of cash payment for overtime
776 to an overtime-eligible employee, upon agreement between the Employer and the
777 employee. Compensatory time must be granted at the rate of one and one-half (1-
778 1/2) hours of compensatory time for each hour of overtime worked.

779 B. Maximum Compensatory Time

780 Employees may accumulate no more than one hundred and sixty (160) hours of
781 compensatory time.

782 C. Compensatory Time Use

783 An employee must use compensatory time prior to using vacation leave, unless this
784 would result in the loss of the employee's vacation leave or the employee is using
785 vacation leave for Domestic Violence Leave. Compensatory time must be used and
786 scheduled in the same manner as vacation leave, as in Article 11, Vacation Leave.

787 Employees may use compensatory time for leave as required by the Domestic
788 Violence Leave Act, RCW 49.76, Legislative Service Leave, RCW 49.100, and
789 when a high-risk employee as defined in RCW 49.17.062 seeks reasonable
790 accommodation during a public health emergency and the Employer determines no
791 other accommodation is reasonable besides leave.

792 The Employer may schedule an employee to use their compensatory time with
793 seven (7) calendar days' notice.

794 D. Compensatory Time Cash Out

795 1. All compensatory time must be used by June 30th of each year. If
796 compensatory time balances are not scheduled to be used by the employee
797 by April of each year, the supervisor will contact the employee to review
798 the employee's schedule. The employee's compensatory time balance will
799 be cashed out at their regular rate of pay every June 30th or when the
800 employee separates from the Employer. The Employer may continue its
801 current practice with respect to compensatory time cash out when the
802 employee transfers to another position.

803 2. As an exception to 8.4 D.1 above, an appointing authority or their designee
804 may allow an employee to carry forward up to twenty-four (24) hours of
805 compensatory time past June 30th when the compensatory time was earned
806 during the months of May and June and the employee's workload does not
807 allow them to take time off.

808 **ARTICLE 9**

809 **TRAINING AND EMPLOYEE DEVELOPMENT**

810

811 **9.1** The Employer and the Union recognize the value and benefit of education and training
812 designed to enhance an employee's ability to perform their job duties. Training and
813 employee development opportunities will be provided to employees in accordance with
814 Employer policies and available resources.

815 **9.2** Attendance at employer-required training will be considered time worked. The Employer
816 will make reasonable attempts to schedule employer-required training during an
817 employee's regular work shift. The Employer will pay the registration and associated
818 travel costs in accordance with Article 23, Travel, for employer-required training.

819 **9.3 Master Agreement Training**

820 A. The Employer and the Union agree that training for managers, supervisors and
821 union stewards responsible for the day-to-day administration of this Agreement is
822 important.

823 B. The Union will present the training to current union stewards. Union stewards will
824 be released with pay on one (1) occasion for up to four (4) hours to attend the
825 training. In addition, union stewards will be allowed up to thirty (30) minutes for
826 travel time to and from the training, if needed. The training and travel time will be
827 considered time worked for those union stewards who attend the training during
828 their scheduled work shift. Union stewards who attend the training during their
829 non-work hours will not be compensated for training and/or travel time. The parties
830 will agree on the date, time, number and names of stewards attending the session.

831 Additional release time and/or travel time may be provided in accordance with
832 Article 40.8.

833 C. The Union will provide training to employees covered under this Agreement. The
834 Union will notify the Employer of the date and time for training related to this
835 Agreement. The Employer will provide an employee paid release time on one (1)
836 occasion for up to four (4) hours to attend the union-offered training. The employee
837 must obtain prior approval from their supervisor before attending the training
838 related to this Agreement by submitting a leave request for union paid release time.

839 D. The Employer will provide training to supervisors and managers on this
840 Agreement.

841 **9.4 Training and Professional Development Opportunities**

842 Employees and supervisors will identify training opportunities that support the mission of
843 the employer, the employee's position and duties, and the professional development of the
844 employee. If resources are available and the business needs allow, the Employer will
845 authorize identified training opportunities that will be granted to the employee. If the
846 Employer resources have not been allocated to pay for such training opportunities, the
847 employee will have the option of paying for the opportunities and may be granted leave to
848 attend provided such participation does not unreasonably interfere with business needs.
849 Employees may communicate their education and skill development training desires
850 annually through the performance evaluation process.

851 **9.5 Educational Benefits**

852 The Employer agrees to provide educational benefits to employees that are in permanent
853 status as of the first day of the quarter they are registering in accordance with the
854 Employer's space-available tuition waiver policy and employee 50% operating fee tuition
855 waiver policy, to include:

856 A. Tuition Waivers

857 1. Space –Available Tuition Waiver

858 The Employer will permit the waiver of tuition for up to four (4) credit hours
859 per quarter in undergraduate curriculum or graduate-level courses, on a
860 space-available basis, provided that the employee pays a one hundred dollar
861 (\$100.00) fee each quarter the benefit is used.
862

863 2. Employee 50% Operating Fee Tuition Waiver

864 Degree-seeking, permanent status employees who wish to enroll for more
865 than four (4) credits per quarter, or who otherwise want to enroll beyond the
866 parameters of the space-available tuition waiver, are eligible for the
867
868
869

870 employee 50% operating fee waiver. The details of this program are located
871 in the Employer's employee 50% operating fee waiver policy.

872
873 B. Release Time

874
875 In addition to Article 9.5 A above, employees will be approved for paid release
876 time for the lesser of ten percent (10.0%) or four (4) hours of time worked each
877 week to attend classes, scheduled programs, or conferences with faculty that are
878 not available at other times. While every effort will be made to accommodate the
879 employee's request, these hours may be restricted if business needs conflict.
880 Additional time may be taken as approved leave.

881
882 **9.6 New Employee Orientation/On-Boarding and Access to New Employees**

883 A. The Employer will provide the Union reasonable access to new employees to
884 present information about the employee's bargaining unit for thirty (30) minutes in
885 duration. Reasonable access means:

- 886
- 887 1. Access to new employees will occur within ninety (90) calendar days of the
888 employee's start date in the bargaining unit,
 - 889 2. During the new employee's regular work hours, and
 - 890 3. At the employee's regular worksite (i.e., the Olympia Campus or the
891 Tacoma Program).

892
893
894 B. When the Employer provides a formal or informal new employee orientation
895 program, the Union will be provided access to new employees during the formal or
896 informal new employee orientation in accordance with Article 9.6 A above.

897
898 C. When the Employer provides new employee orientation on-line, the Employer
899 agrees to provide each new employee with an orientation package provided by the
900 Union. In addition, at a time and location mutually agreed to by the Employer and
901 the Union, the Union will be provided access to new employees in accordance with
902 Article 9.6 A above.

903 D. No employee will be required to attend the meetings or presentations given by the
904 Union.

905 **ARTICLE 10**
906 **HOLIDAYS**

907
908 **10.1 Paid Holidays**

909 A. The following days are paid holidays for all eligible employees:

| | |
|-----------------------------------|--|
| New Year's Day | January 1 |
| Martin Luther King Jr.'s Birthday | Third Monday in January |
| Presidents' Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| <u>Juneteenth</u> | <u>June 19</u> |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veterans' Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Native American Heritage Day | Friday immediately following the Fourth Thursday in November |
| Christmas Day | December 25 |
| Personal Holiday | |

- 910 B. The following days are unpaid holidays for all eligible employees:
911 Holidays for a reason of faith or conscience, in accordance with Section 10.5.

912 **10.2 Observance of Holidays**

913 The Board of Trustees may establish calendars that observe holidays on dates other than those
914 listed above, or as modified by current institutional practices.

915 **10.3 Holiday Rules**

916 The following rules apply to all holidays except the personal holiday:

917 A. When a holiday falls on the employee's scheduled workday, that day will be considered
918 the holiday. Employees will be paid based on the number of scheduled hours for the
919 shift on the day of the holiday at a straight-time rate even though they do not work. B.

920 B. In addition to Subsection A above, employees will be paid for the hours actually
921 worked on a holiday at the overtime rate.

922 C. Permanent and probationary employees working twelve (12) month schedules or cyclic
923 year employees who work full monthly schedules throughout their work year will
924 receive holiday pay if they were in pay status on the workday preceding the holiday.

925 D. Cyclic year employees scheduled to work less than full monthly schedules throughout
926 their work year qualify for holiday compensation if they work or are in pay status
927 during the holiday month and on the workday on their last regularly scheduled working
928 day preceding the holiday. Cyclic year employees will be entitled to the number of paid
929 hours on a holiday in an amount proportionate to the time in pay status during the
930 month to that required for full-time employment.

931 E. Nothing precludes the Employer, with prior notice, from switching an employee from
932 an alternate work schedule to a regular work schedule during the week of a holiday.

933 F. Holidays that Fall on the Employee's Day Off

934 When a holiday falls on the employee's scheduled day off:

- 935 1. The Employer will provide the employee an alternate day off within the
936 workweek or,
937
938 2. By agreement between the employee and the appointing authority or designee
939 that an alternate holiday cannot be scheduled, the Employer will pay the
940 employee for the number of holiday hours the employee is entitled to under the
941 same proportional basis that their appointment bears to full-time employment.
942 For a full-time employee, this equates to a maximum of eight (8) hours of
943 holiday pay.
944

945 G. Holidays that Fall on a Saturday or Sunday

- 946 1. When a holiday falls on a Saturday, the Friday before will be the holiday.
947
948 2. When a holiday falls on a Sunday, the following Monday will be the
holiday.

949 H. Holiday that Spans Two (2) Calendar Days

950 The holiday for employees whose shift begins on one calendar day and ends on the
951 next calendar day will start at the beginning of the shift that begins on the holiday.

952 **10.4 Personal Holidays**

953 An employee may choose one (1) workday as a personal holiday as per RCW 1.16.050
954 during each calendar year.

955 A. An employee who is scheduled to work less than six (6) continuous months over a
956 period covering two (2) calendar years will receive only one (1) personal holiday
957 during this period.

958 B. The Employer will release the employee from work on the day selected as the
959 personal holiday if:

960 1. The employee has given at least ten (10) calendar days' written notice to the
961 supervisor. However, the supervisor has the discretion to allow a shorter
962 notice period.

963 2. The number of employees choosing a specific day off allows an Employer
964 to continue its work efficiently and not incur overtime.

- 965 C. Personal holidays may not be carried over to the next calendar year except when an
966 eligible employee's request to take their personal holiday has been denied or
967 canceled. The employee will attempt to reschedule their personal holiday during
968 the balance of the calendar year. If the employee is unable to reschedule the day,
969 it will be carried over to the next calendar year.
- 970 D. Employers may adopt eligibility policies to determine which requests for particular
971 dates will be granted if all requests cannot be granted.
- 972 E. The pay for an employee's personal holiday is equivalent to the employee's work
973 shift on the day selected for the personal holiday absence.
- 974 F. Part or all of a personal holiday may be donated to another employee for shared
975 leave as provided in RCW 41.04.665. When donating a personal holiday for shared
976 leave, a personal holiday for a full-time employee is eight (8) hours and a personal
977 holiday for a less than full-time employee is pro-rated. Any remaining portions of
978 a personal holiday or any portion returned to the employee must be taken as one (1)
979 absence, not to exceed the work shift on the day of the absence.
- 980 G. Part or all of a personal holiday may be used for:
- 981 1. The care of family members as required by the Family Care Act, WAC 296-
982 130;
 - 983 2. Leave as required by the Military Family Leave Act, RCW 49.77 and in
984 accordance with Article 19.13;
 - 985 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76;
 - 986 4. Leave in order to perform any official duty as a member of the Washington
987 state legislature during regular and special legislative sessions in
988 accordance with RCW 49.100; or
 - 989 5. When a high-risk employee, as defined in RCW 49.17.062, seeks
990 reasonable accommodation and the Employer determines that leave is the
991 only available reasonable accommodation until completion of the public
992 health emergency or another accommodation is made available.
- 993 Any remaining portions of a personal holiday must be taken as one (1) absence, not
994 to exceed the work shift on the day of the absence.
- 995 H. The Employer may allow an employee who has used all of their sick leave to use
996 all of a personal holiday for sick leave purposes as provided in Article 12.2 A. An
997 employee who has used all of their sick leave may use all of a personal holiday for
998 sick leave purposes as provided in Article 12.2 B – J.

999 **10.5 Unpaid Holidays for a Reason of Faith or Conscience**

1000 Leave without pay will be granted for a reason of faith or conscience for up to two (2)
1001 workdays per calendar year as provided below:

1002
1003 A. Leave without pay will be granted for up to two (2) workdays per calendar year for
1004 a reason of faith or conscience or an organized activity conducted under the auspices
1005 of a religious denomination, church or religious organization in accordance with
1006 RCW 1.16.050.

1007
1008 B. The employee may select the days on which the employee desires to take the two
1009 (2) unpaid holidays after consultation with the Employer. Leave without pay may
1010 only be denied if the employee's absence would impose an undue hardship on the
1011 Employer as defined by Chapter 82-56 WAC or the employee is necessary to
1012 maintain public safety.

1013
1014 C. The employee's unpaid holiday for a reason of faith or conscience must be used in
1015 full workday increments and is equivalent to the employee's work shift on the day
1016 selected for the unpaid holiday.

1017
1018 D. A permanent or probationary employee who is on an unpaid holiday for reasons of
1019 faith and conscience on a work shift preceding a paid holiday, as designated in
1020 Article 10.1, will receive holiday pay for the designated holiday.

1021
1022 E. The employee's seniority date, probationary review period, trial service period or
1023 transition review period will not be affected by leave without pay taken for a reason
1024 of faith or conscience.

1025
1026 F. The employee will only be required to identify that the request for leave is for a
1027 reason of faith or conscience or an organized activity conducted under the auspices
1028 of a religious denomination, church, or religious organization.

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ARTICLE 11
VACATION LEAVE

11.1 Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.

11.2 Vacation Leave Credits

A. Full-time and part-time employees will be credited with vacation leave accrued monthly, according to the vacation leave accrual in Article 11.3 and the rate schedule in Article 11.4.

1039 B. Any employee who brings an accrued vacation leave balance from another state
 1040 agency or institution may, with supervisor approval, use the previously accrued
 1041 vacation leave during the probationary review period.

1042 **11.3 Vacation Leave Accrual**

1043 Full-time employees will accrue vacation leave according to the rate schedule below under
 1044 the following conditions:

1045 A. Employees working less than full-time schedules will accrue vacation leave on the
 1046 same proportional basis that their appointment bears to a full-time appointment.

1047 B. Employees hired the 1st through the 15th of the month will receive the vacation leave
 1048 accrual credit for that month. Employees hired on the 16th through the end of the
 1049 month will not receive a vacation leave accrual credit for that month.

1050 C. Employees who separate from employment with the Employer between the 1st
 1051 through the 15th of the month will not receive a vacation leave accrual for that
 1052 month. Employees who separate from employment with the Employer between the
 1053 16th through the end of the month will receive the vacation leave accrual credit for
 1054 that month.

1055 D. The scheduled period of cyclic year position leave without pay will not be
 1056 deducted for purposes of computing the rate of vacation leave accrual for cyclic
 1057 year employees.

1058 E. Vacation leave accruals for the prior calendar month will be credited and available
 1059 for employee use the last day of that calendar month.

1060 **11.4 Vacation Leave Accrual Rate Schedule**

| Full Years of Service | Monthly Rates | Hours Per Year |
|---|----------------------|--------------------------------|
| During the first and second year of current continuous state employment | 9 hrs, 20 min | One hundred twelve (112) |
| During the third year of continuous state employment | 10 hrs | One hundred twenty (120) |
| During the fourth year of current continuous state employment | 10 hrs, 40 mins | One hundred twenty-eight (128) |
| During the fifth and sixth years of total state employment | 11 hrs, 20 mins | One hundred thirty-six (136) |
| During the seventh, eighth, and ninth years of total state employment | 12 hrs | One hundred forty-four (144) |

| | | |
|--|-----------------|-------------------------------|
| During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of total state employment | 13 hrs, 20 mins | One hundred sixty (160) |
| During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of total state employment | 14 hrs, 40 mins | One hundred seventy-six (176) |
| During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of total state employment | 16 hrs | One hundred ninety-two (192) |
| During the twenty-fifth year of total state employment and thereafter | 16 hrs, 40 mins | Two hundred (200) |

1061 **11.5 Vacation Scheduling for 24/7 Operations**

1062 Vacation requests will be considered on a first come, first served basis. In the event that
 1063 two (2) or more employees request the same vacation period, the supervisor may limit the
 1064 number of people who may take vacation leave at one time due to business needs and work
 1065 requirements.

1066 **11.6 Vacation Scheduling for All Employees**

- 1067 A. Vacation leave will be charged in the amount actually used by the employee.
- 1068 B. When considering requests for vacation leave the Employer will take into account
 1069 the desires of the employee but may require that leave be taken at a time appropriate
 1070 to business and customer service needs.
- 1071 C. An employee will not request or be authorized to take scheduled vacation leave if
 1072 the employee will not have sufficient vacation leave to cover such absence at the
 1073 time the leave will commence.
- 1074 D. Vacation leave will be approved or denied within ten (10) calendar days of the
 1075 request. If the leave is denied, a reason will be provided in writing.

1076 **11.7 Family Care**

1077 Employees may use vacation leave for care of family members as required by the Family
 1078 Care Act, WAC 296-130.

1079 **11.8 Military Family Leave**

1080 Employees may use vacation leave for leave as required by the Military Family Leave Act,
 1081 RCW 49.77 and in accordance with Article 19.13.

1082 **11.9 Domestic Violence Leave**

1083 Employees may use vacation leave for leave as required by the Domestic Violence Leave
1084 Act, RCW 49.76.

1085

1086 **11.10 Health Emergency Labor Standards Act (HELSEA) Leave**

1087 Employees may use vacation leave when a high-risk employee, as defined in RCW
1088 49.17.062, seeks reasonable accommodation and the Employer determines that leave is the
1089 only available reasonable accommodation, until completion of the public health emergency
1090 or another accommodation is made available.

1091 **11.11 Legislative Service Leave**

1092 Employees may use vacation leave in order to perform any official duty as a member of
1093 the Washington state legislature during regular and special legislative sessions in
1094 accordance with RCW 49.100.

1095 **11.12 Use of Vacation Leave for Sick Leave Purposes**

1096 The Employer may allow an employee who has used all of their sick leave to use vacation
1097 leave for sick leave purposes as provided in Article 12.2 A. An employee who has used
1098 all of their sick leave may use vacation leave for sick leave purposes as provided in Article
1099 12.2 B – J.

1100 **11.13 Emergency Childcare and Eldercare**

1101 Employees may use vacation leave for childcare and eldercare emergencies after the
1102 employee has exhausted all of their accrued compensatory time. Use of vacation leave and
1103 sick leave for emergency childcare and eldercare is limited to a combined maximum of
1104 four (4) workdays per calendar year.

1105 **11.14 Vacation Cancellation**

1106 Should the Employer be required to cancel scheduled vacation leave because of an
1107 emergency or exceptional business needs, affected employees may select new vacation
1108 leave from available dates. In the event the affected employee has incurred non-refundable,
1109 out-of-pocket vacation expense, the employee will normally be reimbursed by the
1110 Employer, if the Employer has previously approved the employee's vacation leave request
1111 and if the employee has an adequate leave balance at the time of the vacation to take the
1112 vacation.

1113 In those cases where an employee will not have sufficient vacation leave to cover the
1114 absence at the time it is scheduled to commence, the Employer may cancel the approved
1115 vacation or authorize leave without pay.

1116 **11.15 Vacation Leave Maximum**

1117 Employees may accumulate maximum vacation leave balances not to exceed two hundred
1118 and forty (240) hours. However, there are two (2) exceptions that allow vacation leave to
1119 accumulate above the maximum:

1120 A. If an employee's request for vacation leave is denied by the Employer, and the
1121 employee is close to the vacation leave maximum, the Employer will grant an
1122 extension for each month that the Employer must defer the employee's request for
1123 vacation leave.

1124 B. An employee may also accumulate vacation leave days in excess of two hundred
1125 and forty (240) hours as long as the employee uses the excess balance prior to the
1126 employee's anniversary date. Any leave in excess of the maximum that is not
1127 deferred in advance of its accrual as described above, will be lost on the employee's
1128 anniversary date.

1129 **11.16 Separation**

1130 Any employee who has been employed for at least six (6) continuous months will be
1131 entitled to:

1132 A. Payment of vacation leave credits when they:

1133
1134 i. Resign with adequate notice and will have a break in service because they
1135 have not accepted employment with another state agency or institution;

1136
1137 ii. Retire;

1138
1139 iii. Are laid off; or

1140
1141 iv. Are terminated by the Employer.

1142
1143 B. The transfer of any unused vacation leave credits to the new employer when they
1144 resign to accept employment with another state agency or institution, without a
1145 break in services.

1146
1147 C. Payment for vacation leave credit to the estate of a deceased employee.

1148 **ARTICLE 12**
1149 **SICK LEAVE**
1150

1151 **12.1 Sick Leave Accrual**

1152 Full-time employees will accrue eight (8) hours of sick leave in a calendar month. Part-
1153 time employees will accrue sick leave credit on the same proportional basis that their
1154 employment schedule bears to a full-time schedule, up to a maximum of eight (8) hours in
1155 a calendar month.

1156 A. Employees hired the 1st through the 15th of the month will receive the sick leave
1157 accrual credit for that month. Employees hired on the 16th through the end of the
1158 month will not receive a sick leave accrual credit for that month.

1159 B. Employees who separate from employment with the Employer between the 1st
1160 through the 15th of the month will not receive a sick leave accrual for that month.
1161 Employees who separate from employment with the Employer between the 16th
1162 through the end of the month will receive the sick leave accrual credit for that
1163 month.

1164 C.

1165 Full-time and part-time employees in overtime-eligible positions who are not
1166 eligible to receive a sick leave accrual under the provisions of Sections 12.1 A
1167 and/or 12.1 B above, will accrue sick leave at a ratio of one (1) hour of sick leave
1168 for every forty (40) hours worked.

1169 ED. Sick leave accruals for the calendar month will be credited and available for
1170 employee use on the last day of that calendar month.

1171 **12.2 Sick Leave Use**

1172 Sick leave will be charged in the amount actually used by the employee and may be used
1173 for:

1174 A. A personal illness, injury or medical disability that prevents the employee from
1175 performing their job, or personal medical or dental appointments, and for reasons
1176 allowed under the Minimum Wage Requirements and Labor Standards, RCW
1177 49.46.210.

1178 B. Care of family members as allowed under RCW 49.46.210 and as required by the
1179 Family Care Act, WAC 296 130. Family members includes biological, adoptive,
1180 de facto, or foster parent, stepparent, or legal guardian of an employee or the
1181 employee's spouse or registered domestic partner, or a person who stood in loco
1182 parentis when the employee was a minor child; sibling, spouse, registered domestic

- 1183 partner as defined by RCW 26.60.020 and RCW 26.60.030, grandparent,
1184 grandchild, or child, regardless of age or dependency status, including a biological,
1185 adopted or foster child, step child, or a child to who the employee stands in loco
1186 parentis, is a legal guardian, or is a de facto parent.
- 1187 C. A death of any relative that requires the employee's absence from work. Relatives
1188 are defined for this purpose as spouse, significant other, registered domestic
1189 partner, son, daughter, grandchild, foster child, son-in-law, daughter-in-law,
1190 grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-
1191 in-law, sister-in-law, and corresponding relatives of employee's spouse, significant
1192 other or registered domestic partner.
- 1193 D. In accordance with RCW 49.46.120, when an employee's place of business has
1194 been closed by order of a public health official for any health-related reason, or
1195 when an employee's child's school or place of care has been closed for such a
1196 reason. Health-related reason, as defined in WAC 296-128-600(8), means a serious
1197 health concern that could result in bodily injury or exposure to an infectious agent,
1198 biological toxin, or hazardous material. Health-related reason does not include
1199 closure for inclement weather.
- 1200 E. Childcare and eldercare emergencies after the employee has exhausted all of their
1201 accrued compensatory time. Use of sick leave and vacation leave for emergency
1202 childcare and eldercare is limited to a combined maximum of four (4) days per
1203 calendar year.
- 1204 F. To make arrangements for extended care for a family member under the age of
1205 eighteen (18) who has a health condition that requires treatment or supervision.
- 1206 G. Preventative health care appointments of family members, significant others,
1207 household members, and registered domestic partners when the presence of the
1208 employee is required. A household member is defined as persons who reside in the
1209 same household who have reciprocal duties to and do provide financial support to
1210 one another. This term does not include persons sharing the same house when the
1211 living style is primarily that of a dormitory or commune.
- 1212 H. When an employee is absent from work to be with members of the employee's
1213 household, as defined in Article 12.2 G above, who experience an illness or injury.
- 1214 I. Leave for Military Family Leave as required by RCW 49.77 and in accordance with
1215 Article 19.13.
- 1216 J. Leave for Domestic Violence Leave as required by RCW 49.76.

1217 **12.3 Use of Compensatory Time, Vacation Leave or Personal Holiday for Sick Leave**
1218 **Purposes**

1219 The Employer may allow an employee who has used all of their sick leave to use
1220 compensatory time, vacation leave or all of a personal holiday or personal leave day for
1221 sick leave purposes as provided in Article 12.2 A. An employee who has used all of their
1222 sick leave may use compensatory time, vacation leave or all of a personal holiday for sick
1223 leave purposes as provided in Article 12.2 B – J.

1224 **12.4 Restoration of Vacation Leave**

1225 In the event an employee is injured or becomes ill while on vacation leave, the employee
1226 may submit a written request to use sick leave and have the equivalent amount of vacation
1227 leave restored. The supervisor may require a written medical certificate.

1228 **12.5 Sick Leave Reporting, Certification, and Verification**

1229 An employee must promptly notify their supervisor on the employee's first day of sick
1230 leave and each day after, unless there is mutual agreement to do otherwise. If an employee
1231 is in a position where a relief replacement is necessary if the employee is absent, the
1232 employee will notify their supervisor at least two (2) hours prior to their scheduled time to
1233 report to work (excluding leave taken in accordance with the Domestic Violence Act). If
1234 the Employer has reason to suspect abuse, the Employer may require a written medical
1235 certificate for any sick leave absence, and will provide a written explanation to the
1236 employee of why the medical verification is required. An employee returning to work after
1237 any sick leave absence may be required to provide written certification from their health
1238 care provider that the employee is able to return to work and perform the essential functions
1239 of the job with or without reasonable accommodation.

1240 If medical certification or verification is required for employees in overtime-eligible
1241 positions, it shall be in accordance with the provisions of RCW 49.46.210, WAC 296-128,
1242 and this Agreement.

1243
1244 **12.6 Sick Leave Annual Cash Out**

1245 Each January an employee is eligible to receive cash on a one (1) hour for four (4) hours
1246 basis for ninety-six (96) hours or less of their accrued sick leave, if:

- 1247 A. The employee's sick leave balance at the end of the previous calendar year exceeds
1248 four hundred eighty (480) hours;
- 1249 B. The converted sick leave hours do not reduce the employee's previous calendar
1250 year sick leave balance below four hundred eighty (480) hours; and

1251 C. The employee notifies Human Resource Services by January 31st that they would
1252 like to convert sick leave hours earned during the previous calendar year, minus
1253 any sick leave hours used during the previous year, to cash.

1254 All converted hours will be deducted from the employee's sick leave balance.

1255 **12.7 Sick Leave Separation Cash Out**

1256 At the time of retirement from state service or at death, an eligible employee or the
1257 employee's estate will receive cash for the employee's compensable sick leave balance on
1258 a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement will not
1259 include "vested out of service" employees who leave funds on deposit with the retirement
1260 system.

1261 **12.8 Reemployment**

1262 Former state employees who are reemployed within five (5) years of leaving state service
1263 will be granted all unused and unpaid sick leave credits they had at separation. If an
1264 employee is reemployed after retiring from state service, when the employee subsequently
1265 retires or dies, only unused sick leave accrued since the date of reemployment minus sick
1266 leave taken within the same period will be eligible for sick leave separation cash out, in
1267 accordance with 12.7 above.

1268 **12.9 Carry Forward and Transfer**

1269 Employees will be allowed to carry forward, from year to year of service, any unused sick
1270 leave allowed under this provision, and will retain and carry forward any unused sick leave
1271 accumulated prior to the effective date of this Agreement. When an employee moves from
1272 one state of Washington employer to another, without a break in service, the employee's
1273 accrued sick leave will be transferred to the new employer for the employee's use.

1274 **ARTICLE 13**
1275 **SHARED LEAVE**

1276
1277 **13.1 Shared Leave**

1278 A. The purpose of the leave sharing program is to permit state employees, at no
1279 significantly increased cost to the State, to come to the aid of another state employee
1280 who is likely to go on leave without pay status or terminate state employment
1281 because the employee:

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1283 1. Has been called to service in the uniformed services;

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1285 2. Is responding to a state of emergency anywhere within the United States
1286 declared by the federal or state government;

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3. Is taking parental leave to bond with their newborn, adoptive or foster child;
 4. Is sick or temporarily disabled because of pregnancy;
 5. Has been a victim of domestic violence, sexual assault, or stalking;
 6. Is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition;
 7. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability; or
 8. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointment or treatment.

1307 The Employer's shared leave program is administered by the Associate Vice
1308 President for Human Resource Services or their designee.
1309

1310 B. For purposes of the leave sharing program, the following definitions apply:
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1. "Domestic violence" means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW 26.50.010; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.
 2. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
 3. "Employee's relative" normally will be limited to the employee's spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child, stepchild, grandchild, grandparent, or parent.
 4. "Household members" is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

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5. “Parental leave” means leave to bond and to care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period of up to sixteen (16) weeks after the birth or placement.
 6. “Pregnancy disability leave” means leave for pregnancy-related medical condition or miscarriage.
 7. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
 8. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.
 9. “Sexual assault” has the same meaning as in RCW 70.125.030.
 10. “Shortly deplete” is when an employee has forty (40) hours or less of vacation leave and sick leave.
 11. “Stalking” has the same meaning as in RCW 9A.46.110.
 12. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.
 13. “Victim” means a person against whom domestic violence, sexual assault, or stalking has been committed as defined in this Article.

1368 **13.2 Shared Leave Receipt**

1369 An employee may be eligible to receive shared leave if the Employer has determined the
1370 employee meets any of the following criteria:

- 1371 A. The employee -
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1. suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
 2. has been called to service in the uniformed services;
 3. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;
 4. is a victim of domestic violence, sexual assault, or stalking; or
 5. is taking parental leave and/or pregnancy disability leave.
 6. is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability; or
 7. is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatment.
- B. The illness, injury, impairment, condition, call to service, emergency volunteer service, consequence of domestic violence, sexual assault, or stalking, or parental and/or pregnancy disability leave has caused, or is likely to cause, the employee to:
1. Go on leave without pay status; or
 2. Terminate state employment.
- C. The employee's absence and the use of shared leave are justified.
- D. The employee has depleted or will shortly deplete:
1. Vacation leave, sick leave and personal holiday if the employee qualifies under Subsection 13.2 A.1;
 2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Subsection 13.2 A.2;

- 1417
1418 3. Vacation leave or personal holiday if the employee qualifies under
1419 Subsections 13.2 A.3 or 13.2 A.4; or
1420
1421 4. Personal holiday and compensatory time if the employee qualifies under
1422 Subsection 13.2 A.5.
1423
1424 E. The employee has abided by the Employer's policy regarding:
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1426 1. Sick leave use if the employee qualifies under Subsections 13.2 A.1, 13.2
1427 A.4 and 13.2 A.5; or
1428
1429 2. Military leave if the employee qualifies under Subsection 13.2 A.2.
1430
1431 G. The employee has diligently pursued and been found to be ineligible for benefits
1432 under RCW 51.32 if the employee qualifies under Subsection 13.2 A.1.
1433

1434 **13.3 Shared Leave Use**

- 1435 A. The Employer will determine the amount of leave, if any, that an employee may
1436 receive. However, the Employer may not prevent an employee from using leave
1437 intermittently or on nonconsecutive days so long as the leave has not been returned
1438 under RCW 41.04.665(10) and Subsection 13.5 F below.
1439
1440 However, an employee will not receive more than five hundred twenty-two (522)
1441 days of shared leave during total state employment. The Employer may authorize
1442 leave in excess of five hundred twenty-two (522) days in extraordinary
1443 circumstances for an employee qualifying for the program because the employee is
1444 suffering from an illness, injury, impairment or physical or mental condition which
1445 is of an extraordinary or severe nature.
1446
1447 An employee receiving industrial insurance wage replacement benefits may not
1448 receive greater than twenty-five percent (25%) of their base salary from the receipt
1449 of shared leave.
1450
1451 B. The Employer will require the employee to submit, prior to approval or disapproval:

1452 1. A medical certificate from a licensed physician or health care practitioner
1453 verifying the employee's required absence, the description of the medical
1454 problem, and expected date of return to work status for shared leave under
1455 13.2 A.1;

1456 2. Verification of child birth or placement of adoption or foster care, or a
1457 medical certificate from a licensed physician or health care provider

- 1458 verifying the pregnancy disability when the employee is qualified under
1459 parental leave and/or pregnancy disability leave in Subsection 13.2 A.5.
- 1460 3. A copy of the military orders verifying the employee’s required absence for
1461 shared leave under 13.2 A.2; or
- 1462 4. Proof of acceptance of an employee’s offer to volunteer for either a
1463 governmental agency or a nonprofit organization during a declared state of
1464 emergency for shared leave under 13.2 A.3.
- 1465 C. The Employer may require the employee to submit, prior to approval or
1466 disapproval, verification of the employee’s status as a victim of domestic violence,
1467 sexual assault or stalking for shared leave under 13.2 A.4. Such verification will
1468 be in accordance with the Domestic Violence Leave Act, RCW 49.76 and may be
1469 one or more of the following:
- 1470 1. An employee’s own written statement;
- 1471 2. A statement from an attorney or advocate, member of the clergy, or medical
1472 or other professional; and/or
- 1473 3. A court order or police report documenting the employee is a victim of
1474 domestic violence, sexual assault or stalking.
- 1475 D. Parental leave –
1476
1477 Effective June 11, 2020, parental leave received under this policy must be used
1478 within sixteen (16) weeks immediately after birth or placement. However, if an
1479 employee receiving parental leave also receives leave due to pregnancy disability,
1480 the parental leave may be taken in the sixteen (16) weeks immediately after the
1481 pregnancy disability leave.
1482
- 1483 E. The Employer should consider other methods of accommodating the employee’s
1484 needs, such as modified duty, modified hours, flex-time or special assignments in
1485 lieu of shared leave usage.
1486
- 1487 F. Donated leave may be transferred from employees within the same employer, or
1488 with the approval of the heads or designees of both higher education institutions,
1489 state agencies or school districts/educational service districts, to an employee of
1490 another higher education institution, state agency or school district/educational
1491 service district.
1492
- 1493 G. Vacation leave, sick leave, or all or part of a personal holiday transferred from a
1494 donating employee will be used solely for the purpose stated in this Article.
1495

- 1496 H. The receiving employee will be paid their regular rate of pay; therefore, the value
1497 of one (1) hour of shared leave may cover more or less than one (1) hour of the
1498 recipient's salary.
1499
- 1500 I. Eight (8) hours a month of accrued and/or shared leave may be used to provide for
1501 the continuation of benefits as provided for by the Public Employee's Benefit
1502 Board.
1503
- 1504 J. The Employer will respond in writing to shared leave requests within fourteen (14)
1505 calendar days of receipt of a properly completed request.
1506

1507 **13.4 Leave Donation**

1508 An employee may donate vacation leave, sick leave, or personal holiday to another
1509 employee for purposes of the leave sharing program under the following conditions:

- 1510 A. The Employer approves the employee's request to donate a specified amount of
1511 vacation leave to an employee authorized to receive shared leave; and
- 1512 1. The full-time employee's request to donate leave will not cause the
1513 employee's vacation leave balance to fall below eighty (80) hours. For part-
1514 time employees, requirements for vacation leave balances will be prorated;
1515 and
- 1516 2. Employees may not donate excess vacation leave that they would not be
1517 able to take due to an approaching anniversary date; except when the request
1518 for vacation leave was denied and the vacation leave was deferred.
- 1519 B. The Employer approves the employee's request to donate a specified amount of
1520 sick leave to an employee authorized to receive shared leave. The employee's
1521 request to donate leave will not cause the employee's sick leave balance to fall
1522 below one hundred seventy-six (176) hours after the transfer.
- 1523 C. The Employer approves the employee's request to donate all or part of their
1524 personal holiday to an employee authorized to receive shared leave.
- 1525 1. That portion of a personal holiday that is accrued, donated as shared leave,
1526 and then returned during the same calendar year to the donating employee,
1527 may be taken by the donating employee in full-day increment.
- 1528 2. An employee will be allowed to split the personal holiday only when
1529 donating a portion of the personal holiday to the shared leave program.
- 1530 D. No employee may be intimidated, threatened, coerced, or financially induced into
1531 donating leave for purposes of this program.

1532 **13.5 Shared Leave Administration**

1533 A. The calculation of the recipient's leave value will be in accordance with applicable
1534 Office of Financial Management (OFM) policies, regulations, and procedures. The
1535 leave received will be coded as shared leave and be maintained separately from all
1536 other leave balances. Employees under the qualifications listed in 13.2 A may retain
1537 and reserve up to forty (40) hours each of vacation leave and sick leave.

1538
1539 B. An employee on leave transferred under these rules will continue to be classified
1540 as a state employee and will receive the same treatment in respect to salary, wages,
1541 and employee benefits as the employee would normally receive if using accrued
1542 vacation leave or sick leave.

1543 C. All salary and wage payments made to employees while on leave transferred under
1544 these rules will be made by the agency/institution employing the person receiving
1545 the leave.

1546 D. Where Employers have approved the transfer of leave by an employee of one (1)
1547 agency/institution to an employee of another agency/institution, the
1548 agencies/institutions involved will arrange for the transfer of funds and credit for
1549 the appropriate value of leave in accordance with Office of Financial Management
1550 (OFM) policies, regulations, and procedures.

1551 E. Leave transferred under this Section will not be used in any calculation to determine
1552 an agency's/institution's allocation of full-time equivalent staff positions.

1553 F. Any shared leave no longer needed or will not be needed at a future time in
1554 connection with original injury or illness or for any other qualifying condition by
1555 the recipient as determined by the Employer, will be returned to the donor(s).
1556 Before returning unused leave:

1557 1. The Employer will obtain a statement from the receiving employee's doctor
1558 verifying whether the employee's injury or illness is resolved; or

1559 2. The employee must be released to regular employment; has not received
1560 additional medical treatment for their current condition or any other
1561 qualifying condition for at least six (6) months; and their doctor has
1562 declined, in writing, the employee's request for a statement indicating the
1563 employee's condition has been resolved.

1564 The remaining shared leave is to be divided on a pro rata basis among the donors
1565 and reinstated to the respective donors' appropriate leave balances based upon each
1566 employee's current salary rate at the time of the reversion. The shared leave
1567 returned will be prorated back based on the donor's original donation.

- 1568 G. Unused shared leave may not be cashed out but will be returned to the donors per
1569 Subsection 13.5 F, above.
- 1570 H. An employee who uses leave that is transferred under this Section will not be
1571 required to repay the value of the leave that they used.
- 1572 I. If a shared leave account is closed and an employee later has the need to use shared
1573 leave due to the same condition listed in the closed account, the Employer must
1574 approve a new shared leave request for the employee.

1575 **13.6 Shared Leave under Governor’s Proclamation 20-05**

1576 **A. Duration of this Provision**
1577

1578 This section of the policy is in effect until the expiration of the Governor’s
1579 Proclamation 20-05 or any amendment thereto, whichever is later.
1580

1581 **B. Eligibility**
1582

1583 In accordance with RCW 41.04.665(1)(f) (effective March 17, 2020) and
1584 Proclamation 20-05, issued by the Governor on February 29, 2020, an employee
1585 may be eligible to receive shared leave if the Employer has determined the
1586 employee, or employee’s relative or household member is isolated or quarantined
1587 as recommended, requested, or ordered by a public health official or health care
1588 provider as a result of suspected or confirmed infection with or exposure to the
1589 2019 coronavirus (COVID-19).
1590

1591 **C. Shared Leave Receipt**
1592

1593 In order for an employee to receive shared leave under this section, the employee
1594 will provide the Employer a written medical statement from the public health
1595 official or health care provider:
1596

- 1597 1. Verifying the nature of the condition; and
- 1598
- 1599 2. The expected duration of the condition.
1600

1601 The requirement to provide a written medical statement as referenced in this
1602 subsection may be waived by the Employer when an employee is unable to obtain
1603 such a statement from the public health official or health care provider due to the
1604 COVID-19 crisis. If an employee is unable to provide a written medical statement,
1605 the maximum allowable amount of shared leave that a full-time employee may
1606 receive is eighty (80) hours. For part-time employees, the maximum amount of
1607 shared leave will be prorated.
1608

1609 The President has designated the Associate Vice President for Human Resource
1610 Services or their designee with the authority to approve shared leave without a
1611 written medical statement.
1612

1613 The Employer will permit use of shared leave under Subsection 13.6 without
1614 needing to meet the criteria listed in Subsections 13.2 A.1 through 13.2 A.5 above.
1615

1616 **D. Shared Leave Use**

1617
1618 Employees who are granted shared leave may use the leave intermittently or on
1619 nonconsecutive days and in accordance with Subsection 13.3 A and 13.3 E through
1620 13.3 I.
1621

1622 **E. Shared Leave Donation**

1623
1624 Subsection 13.4 applies in its entirety.
1625

1626 **F. Shared Leave Administration**

1627 Subsection 13.5 applies in its entirety.
1628

1629 **ARTICLE 14**
1630 **SHARED LEAVE POOLS**

1631
1632 **14.1 Foster Parent Shared Leave Pool**

1633 The purpose of the Foster Parent Shared Leave Pool (FPSLP) is to allow employees to voluntarily
1634 donate their leave to be used as shared leave for any eligible employee who is a licensed foster
1635 parent pursuant to [RCW 74.15.040](#) and is caring for a foster child or is preparing to care for a
1636 foster child in their home. Employee participation will be voluntary at all times. The FPSLP is
1637 administered by the Department of Children, Youth and Families (DCYF) in consultation with
1638 the Office of Financial Management (OFM).
1639

1640 **14.2 Uniformed Service Shared Leave Pool**

1641
1642 The Uniformed Service Shared Leave Pool (USSLP) was created so that state employees
1643 who are called to service in the uniformed services will be able to maintain a level of
1644 compensation and employee benefits consistent with the amount they would have received
1645 had they remained in active state service. The USSLP allows employees to donate leave
1646 to be used as shared leave to fellow state employees called to service in the uniformed
1647 services and who meets the requirements of RCW 41.04.665. Employee participation will
1648 be voluntary at all times. The Military Department, State Human Resources, and Office of
1649 Financial Management will administer the pool.

1650 **14.3 Veterans In-State Service Shared Leave Pool**

1651 The purpose of the Veterans In-State Service Shared Leave Pool (VISSLP) is to allow employees
1652 to voluntarily donate leave to be used as shared leave for a veteran to attend medical appointments
1653 or treatments for a service connected injury or disability; or an employee's spouse is a veteran
1654 who requires assistance while attending medical appointments or treatments for a service
1655 connected injury or disability per **RCW 41.04**. Employee participation will be voluntary at all
1656 times. The VISSLP is administered by the Department of Veterans Affairs in consultation with
1657 the Office of Financial Management.
1658

1659 **14.4** For more information about each of the pools, refer to college policy.

1660 **14.5** This Article is not subject to the grievance procedure.

1661 **ARTICLE 15**
1662 **FAMILY AND MEDICAL LEAVE**

1663
1664 **15.1** A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and
1665 any amendments thereto, an employee who has worked for the state for at least
1666 twelve (12) months and for at least one thousand two hundred fifty (1,250) hours
1667 during the twelve (12) months prior to the requested leave is entitled to up to twelve
1668 (12) workweeks of family medical leave in a twelve (12) month period for one or
1669 more of the following reasons 1 - 4:

1670 1. Parental leave for the birth and to care for a newborn child, or placement
1671 for adoption or foster care of a child and to care for that child.

1672 2. Personal medical leave due to the employee's own serious health condition
1673 that requires the employee's absence from work.

1674 3. Family medical leave to care for a spouse, son, daughter, parent or state
1675 registered domestic partner as defined by RCW 26.60.020 and RCW
1676 26.60.030 who suffers from a serious health condition that requires on-site
1677 care or supervision by the employee. Because the FMLA does not
1678 recognize state registered domestic partners, an absence to care for an
1679 employee's state registered domestic partner will not be counted towards
1680 the twelve (12) workweeks of FMLA.

1681 4. Family medical leave for a qualifying exigency when the employee's
1682 spouse, child of any age or parent is on active call to active duty status in
1683 the Armed Forces, Reserves or National Guard for deployment to a foreign
1684 country.

1685 Qualifying exigencies include attending certain military events, arranging
1686 for alternate childcare, addressing certain financial and legal arrangements,

1687 attending certain counseling sessions, and attending post-deployment
1688 reintegration briefings.

1689 5. Military Caregiver Leave will be provided to an eligible employee who is
1690 the spouse, child of any age, parent or next of kin of a covered service
1691 member. Eligible employees may take up to twenty-six (26) workweeks of
1692 leave in a single twelve (12) month period to care for the covered service
1693 member or veteran who is suffering from a serious illness or injury incurred
1694 in the line of duty.

1695 During the single twelve (12) month period during which Military
1696 Caregiver Leave is taken the employee may only take a combined total of
1697 twenty-six (26) workweeks of leave for Military Caregiver Leave and leave
1698 taken for other FMLA qualifying reasons.

1699 The single twelve (12) month period to care for a covered service member
1700 or veteran begins on the first day the employee takes leave for this reason
1701 and ends twelve (12) months later, regardless of the twelve (12) month
1702 period established for other types of FMLA leave.

1703 B. Entitlement to family medical leave for the care of a newborn child or newly
1704 adopted or foster child ends twelve (12) months from the date of birth or the
1705 placement of the foster or adopted child.

1706 C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted
1707 above does not count paid time off such as time used as vacation leave, sick leave,
1708 personal holidays, compensatory time off, or shared leave.

1709 **15.2** The family medical leave entitlement period will be a rolling twelve (12) month period
1710 measured forward from the date an employee begins family medical leave. Each time an
1711 employee takes family medical leave during the twelve (12) month period, the leave will
1712 be subtracted from the twelve (12) workweeks of available leave.

1713 **15.3** The Employer will continue the employee's existing employer-paid health insurance
1714 benefits during the period of leave covered by family medical leave. The employee will
1715 be required to pay the employee's share of health care premiums. The Employer may
1716 require an employee to exhaust all paid leave prior to using any leave without pay, except
1717 that the employee will be allowed to use eight (8) hours a month of accrued leave during
1718 each month to provide for the continuation of benefits as provided for by the Public
1719 Employees Benefit Board.

1720 **15.4** The Employer has the authority to designate absences that meet the criteria of family
1721 medical leave.

1722 A. The use of any paid or unpaid leave (excluding leave for compensable work-related
1723 illness or injury and compensatory time) for a family medical leave qualifying event
1724 will run concurrently with, not in addition to, the use of the family medical leave
1725 for that event. An employee, who meets the eligibility requirements listed in
1726 Section 15.1, may request family medical leave run concurrently with absences due
1727 to work-related illness or injury covered by workers' compensation at any time
1728 during the absence. Employees will not be required to exhaust all paid leave prior
1729 to using any leave without pay for a compensable work-related injury or illness.

1730 B. An employee using paid leave during a family medical leave qualifying event must
1731 follow the notice and certification requirements relating to family medical leave
1732 usage in addition to any notice requirements relating to the paid leave.

1733 **15.5 Parental Leave**

1734 A. Parental leave will be granted to the employee for the purpose of bonding with the
1735 employee's natural newborn, adoptive or foster child. Parental leave may extend
1736 up to six (6) months, including time covered by family medical leave, during the
1737 first year after the child's birth or placement. Leave beyond the period covered by
1738 family medical leave and pregnancy disability may only be denied by the Employer
1739 due to operational necessity. Such denial may be grieved beginning at the top
1740 internal step of the grievance procedure in Article 30, Grievance Procedure.

1741 B. Parental leave may be a combination of the employee's accrued vacation leave, sick
1742 leave for pregnancy disability or other qualifying events, personal holiday,
1743 compensatory time, shared leave, or leave without pay. Parental leave may be taken
1744 on an intermittent or reduced schedule basis in accordance with Subsection 15.5 A.
1745 The combination and use of paid leave and unpaid leave is at the employee's choice.

1746 **15.6 Pregnancy Disability Leave**

1747 A. Leave for pregnancy or childbirth related disability is in addition to any leave
1748 granted under FMLA.

1749 B. Pregnancy disability leave will be granted for the period of time an employee is
1750 sick or temporarily disabled because of pregnancy and/or childbirth. An employee
1751 must submit a written request for disability leave due to pregnancy and/or childbirth
1752 in accordance with Employer policy. An employee may be required to submit
1753 medical certification or verification for the period of the disability. Such leave due
1754 to pregnancy and/or childbirth may be a combination of sick leave, vacation leave,
1755 personal holiday, compensatory time, shared leave and leave without pay. The
1756 combination and use of paid and unpaid leave will be the choice of the employee.

- 1757 **15.7** The Employer may require certification from the employee's, family member's, or covered
1758 service member's health care provider for the purpose of qualifying for family medical
1759 leave.
- 1760 **15.8** Personal medical leave, serious health condition leave, or serious injury or illness leave
1761 covered by family medical leave may be taken intermittently or on a reduced schedule basis
1762 when certified as medically necessary. Employees must make reasonable efforts to
1763 schedule leave for planned medical treatment so as not to unduly disrupt the Employer's
1764 operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- 1765 **15.9** Upon returning to work after the employee's own family medical leave-qualifying illness,
1766 the employee may be required to provide a fitness for duty certificate from a health care
1767 provider.
- 1768 **15.10** The employee will provide the Employer with not less than thirty (30) days' notice before
1769 family medical leave is to begin. If the need for the leave is unforeseeable thirty (30) days
1770 in advance, then the employee will provide such notice as is reasonable and practicable.
- 1771 **15.11** An employee returning from family medical leave will have return rights in accordance
1772 with FMLA.
- 1773 **15.12** Both parties agree that nothing in this Agreement will prevent an employee from filing a
1774 complaint regarding FMLA with the Department of Labor.
- 1775 **15.13** Definitions used in this article will be in accordance with the FMLA. The parties recognize
1776 that the Department of Labor is working on further defining the amendments to FMLA.
1777 The Employer and the employees will comply with any existing and adopted state and
1778 federal family medical leave act regulations and/or interpretations in effect during the term
1779 of this Agreement.
- 1780 **15.14 Washington Paid Family and Medical Leave Program (PFML)**
1781
- 1782 **A.** The parties recognize that the Washington Family and Medical Leave (PFML)
1783 program (RCW 50A.04) is in effect and eligibility for and approval for leave for
1784 purposes as described under the Program shall be in accordance to RCW 50A.04. In
1785 the event the legislature amends all or part of the RCW 50A.04, those amendments are
1786 considered by the parties to be incorporated herein. In the event the legislature repeals
1787 all or part of RCW 50A.04, those provisions repealed are considered by the parties to
1788 be expired and no longer in effect upon the effective date of the repeal.
1789
- 1790 **B.** The employee will provide the Employer with not less than thirty (30) days' notice
1791 before PFML is to begin. If the need for the leave is unforeseeable thirty (30) days in
1792 advance, then the employee will provide such notice as is reasonable and practicable.
1793

1794 C. The Employment Security Department (ESD) administers the PFML program.
1795 Subsection 15.14 of this Article is not subject to the grievance procedure.
1796

1797 **ARTICLE 16**
1798 **WORK-RELATED INJURY OR ILLNESS**

1799 **Compensable Work-Related Injury or Illness Leave**

1800 An employee who sustains a work-related illness or injury that is compensable under the state
1801 workers' compensation law may select time-loss compensation exclusively or leave payments in
1802 addition to time-loss compensation. Employees who take sick leave, vacation leave, or
1803 compensatory time during a period in which they receive time-loss compensation will receive full
1804 sick leave, vacation leave, or compensatory time pay in addition to any time-loss payments.
1805 Notwithstanding Section 19.1, of Article 19, Leave Without Pay, the Employer may separate an
1806 employee in accordance with Article 34, Reasonable Accommodation and Disability Separation.

ARTICLE 17
SUSPENDED OPERATIONS

1807 **17.1** If the President or designee determines for any reason, including but not limited to, severe
1808 inclement weather or natural disaster, that the health, property or safety is jeopardized and
1809 it is advisable due to emergency conditions to suspend the operation of all or any portion
1810 of the college or operations, the Employer will notify employees in accordance with the
1811 Employer's notification procedures. Upon request, Human Resource Services will make
1812 the suspended operations written procedures available to an employee. The following will
1813 govern employees.

1814 **17.2 Emergency Personnel**

1815 Due to the nature of their job responsibilities, all employees who are compensated as per
1816 Article 43.2, SP Pay Range Assignments, are considered emergency personnel. Continuing
1817 service and working during a period of suspended operations is a basic requirement of
1818 emergency personnel; therefore, the provisions of Article 17 do not apply to these
1819 employees.

1820
1821 **17.3 Required Personnel**

1822
1823 A. Required personnel are employees who are required to be physically present on the
1824 work site to perform work during suspended operations.
1825

1826 B. The Employer will identify the services required during suspended operations (i.e.,
1827 late opening, early closure, total suspended operations) and notify employees
1828 required to work on-site in accordance with the Employer's suspended operations
1829 procedures. Required personnel will be identified by the employer dependent upon
1830 the situation and will be notified as far in advance as is reasonable and practical.

1831 C. Required personnel will receive two (2) times their regular pay for work
1832 performed on-site during a period of suspended operations.

1833 D. Required personnel not receiving callback, who are required to work on-site during
1834 suspended operations will receive a minimum of two (2) hours of pay for each day
1835 worked.

1836 **17.4 Non-Required Personnel**

1837 A. Non-required personnel are expected to work remotely or at a facility/location
1838 within a reasonable commuting distance from the non-operational location during
1839 suspended operation events. Non-required personnel will not report to the worksite
1840 when operations have been suspended. Supervisors are responsible to ensure that
1841 remote work is available to non-required personnel.

1842 B. If non-required personnel are unavailable to work during suspended operations, the
1843 following options will be made available :

1844 1. Vacation leave;

1845 2. Personal holiday;

1847 3. Personal Leave;

1848 4. Accrued compensatory time (where applicable);

1851 5. Sick leave, up to a maximum of three (3) days in any calendar year, once
1852 all vacation leave, personal holiday or compensatory time is exhausted or
1853 none is available;

1854 6. Leave without pay; or

1857 7. Employee-requested schedule changes in accordance with Article 7.3 B.4 and 7.8 F and
1858 7.8 G as an opportunity to make up work time lost (as a result of suspended operations) within the
1859 work week

1860 C. Non-required personnel will receive their regular rate of pay for time worked during
1861 suspended operations.

1862 **17.5** Any employee, including required personnel, scheduled to work at a site other than the
1863 location(s) designated as being in suspended operations, such as but not limited to attending
1864 a conference or training and/or traveling for work, will receive their regular rate of pay for
1865 time worked.
1866
1867
1868

1869 **17.6** Any overtime worked during suspended operations will be compensated according to
1870 Article 8, Overtime.

1871 **17.7** An employee who is on approved leave for reasons other than the suspended operations
1872 will not have their leave restored upon notice of a suspended operations.

1873 **17.8** If the work location remains fully operational, the options listed in Subsection 17.4 B,
1874 above, will be made available to employees who are unable to report to work, must report
1875 to work late, or are unable to remain at work due to severe inclement weather, conditions
1876 caused by severe inclement weather, or a natural disaster. In addition, employees may use
1877 sick leave for childcare or eldercare emergencies, if applicable, per Article 12.2 E.

1878 **17.9** During suspended operations when there are unsafe driving conditions or other hazards,
1879 the President or designee may allow off duty employees to remain at the college.

1880 [NOTE: As part of this proposal, the Employer proposes to remove all reference to suspended
1881 operations leave from the CBA.]

1882 **ARTICLE 18**
1883 **MISCELLANEOUS PAID LEAVES**
1884

1885 **18.1 Bereavement Leave**

1886 A. An employee is entitled to up to three (3) days of paid bereavement leave for the
1887 death of their family member or household member.

1888 B. The Employer may require verification of the family member's or household
1889 member's death.

1890

1891 C. In addition to paid bereavement leave, the Employer may approve the employee's
1892 request to use compensatory time, sick leave, vacation leave, personal holiday,
1893 personal leave day or leave without pay for the purposes of bereavement and in
1894 accordance with this Agreement.

1895 D. A family member is defined as:

1896 1. Child, including biological, adopted, or foster child, stepchild, grandchild,
1897 or child who the parent stands in loco parentis, is a legal guardian or is de
1898 facto parent, regardless of age or dependency;

1899 2. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian
1900 of an employee or the employee's spouse or registered domestic partner, or
1901 person who stood in loco parentis when the employee was a minor child;

- 1902 3. Spouse;
- 1903 4. Registered domestic partner as defined by RCW 26.60;
- 1904 5. Grandparent; or
- 1905 6. Sibling.
- 1906 E. A household member is defined as persons who reside in the same home who have
1907 reciprocal duties to and do provide financial support for one another. This term
1908 does not include persons sharing the same house when the living style is primarily
1909 that of a dormitory or commune.
- 1910 F. In the event of the death of an aunt, uncle, niece, nephew, siblings-in-law, first
1911 cousin, and corresponding relatives of the employee's spouse or domestic partner,
1912 the Employer will approve the employee's accrued paid leave for all deaths up to a
1913 total of five (5) days for each calendar year. Additional days may be approved by
1914 the Employer.

1915 **18.2 Employee Assistance Program**

1916 When approved in advance, employees will receive paid leave for up to three (3) visits
1917 per calendar year for assessment through the Employee Assistance Program. Leave may
1918 include reasonable travel time.

1919 **18.3 Jury Duty Leave**

1920 Leave of absence with pay will be granted to employees for jury duty. An employee will
1921 be allowed to retain any compensation paid to the employee for their jury duty service. An
1922 employee will inform the Employer when notified of a jury summons and will cooperate
1923 in requesting a postponement of service if warranted by business demands. An employee
1924 whose work shift is other than a day shift will be considered to have worked a full work
1925 shift for each workday during the period of jury duty. If a day shift employee is released
1926 from jury duty and there are more than two (2) hours remaining on the employee's work
1927 shift, the employee will call their supervisor and may be required to return to work.

1928

1929 **18.4 Interviews**

1930 A. Positions with the Employer

1931

1932 Paid leave will be granted for the purposes of taking an examination or interviewing
1933 for positions with the Employer. Employee-requested schedule changes may be
1934 granted in accordance with Article 7, Hours of Work, when taking an examination
1935 or interviewing.

1936

1937 B. Positions with a Community College District, other State Higher Education
1938 Institutions or State Agencies
1939

1940 With prior notice, paid leave of up to four (4) hours per fiscal year will be granted
1941 for travel, taking an examination and interviews with a community college district,
1942 other state higher education institutions or state agencies provided the absence of
1943 the employee does not create significant or unusual coverage issues. Employee-
1944 requested schedule changes may be granted in accordance with Article 7, Hours of
1945 Work, when traveling, taking an examination or interviewing.
1946

1947 **18.5 Witness/Subpoena**
1948

1949 Employees will promptly inform the Employer when they receive a subpoena. A
1950 subpoenaed employee will receive paid leave, during scheduled work time to appear as a
1951 witness in court or administrative hearing, except as provided in Article 40.4, provided:
1952

- 1953 A. The employee has been subpoenaed on the Employer's behalf; or
1954
1955 B. The subpoena is for a legal proceeding which is unrelated to the personal or
1956 financial matters of the employee.
1957

1958 **18.6 Life-Giving Procedures and Blood and Plasma Donation**
1959

1960 **A. Lifegiving Procedures**
1961

- 1962 1. Employees will be granted paid leave, not to exceed thirty (30) calendar
1963 days in a two-year period, as needed for the purpose of participating in life-
1964 giving procedures. Such leave shall not be charged against sick leave or
1965 any other leave, and use of leave without pay is not required. If additional
1966 leave time beyond the thirty (30) calendar days in a two-year period is
1967 needed, employees may use accrued sick leave, vacation leave,
1968 compensatory time, or leave without pay.
1969
1970 2. A "life-giving procedure" is defined as a medically-supervised procedure
1971 involving the testing, sampling, or donation of organs, tissues, and other
1972 human body components for the purposes of donation, without
1973 compensation, to a person or organization for medically necessary
1974 treatments. "Life giving procedure" does not include the donation of blood
1975 or plasma.
1976
1977 3. The employer may take program implementation and staffing requirements
1978 into account when scheduling leave. Employees will provide reasonable
1979 advance notice before taking such leave and will provide written proof from

1980 an accredited medical institution, physician or other medical professional
1981 that the employee participated in a life-giving procedure.
1982

1983 **B. Blood, Platelets and/or Plasma Donation**
1984

1985 Employees will be granted paid leave for the purpose of donating blood, platelets
1986 and/or plasma. Paid leave granted for the donation of blood and/or plasma may not
1987 exceed five (5) work days in a two-year period.
1988

1989 The Employer may take program implementation and staffing requirement into
1990 account when scheduling leave time. Employees will provide reasonable advance
1991 notice before taking such leave.
1992

1993 **18.7 Personal Leave**
1994

1995 A. An employee may choose one (1) workday as a personal leave day each fiscal year.
1996

1997 B. The Employer will release the employee from work on the day selected for personal
1998 leave if:
1999

2000 1. The employee has given at least ten (10) calendar days' written notice to the
2001 supervisor. However, the supervisor has the discretion to allow a shorter
2002 notice period.
2003

2004 2. The number of employees choosing a specific day off allows the Employer
2005 to continue its work efficiently and not incur overtime.
2006

2007 3. For positions requiring backfill, the release from duty will not cause an
2008 increase in costs due to the need to provide coverage for the employee's
2009 absence.
2010

2011 C. Personal leave may not be carried over from one fiscal year to the next.
2012

2013 D. Personal leave is pro-rated for less than full-time employees.
2014

2015 E. The pay for a employee's personal leave day is equivalent to the employee's work
2016 shift on the day selected for the personal leave absence.
2017

2018 F. Upon request, an employee will be approved to use part or all of their personal
2019 leave day for:
2020

2021 1. The care of family members as required by the Family Care Act, WAC 296-
2022 130;
2023

- 2024 2. Leave as required by the Military Family Leave Act, RCW 49.77 and in
2025 accordance with Article 19.13; or
2026
2027 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.
2028
2029 4. Any remaining portions of personal leave day must be taken as one (1)
2030 absence, not to exceed the work shift on the day of the absence.
2031

2032 The Employer will not be responsible for per diem, travel expenses or overtime under this
2033 Article.
2034

2035 **ARTICLE 19**
2036 **LEAVE WITHOUT PAY**

2037 **19.1** Leave without pay will be granted for the following reasons:

- 2038 A. Family and Medical Leave (Article 15);
2039 B. Compensable work-related injury or illness leave (Article 16);
2040 C. Military leave;
2041 D. Cyclic employment;
2042 E. Volunteer firefighting leave;
2043 F. Military family leave;
2044 G. Domestic violence leave;
2045 H. Legislative service leave;
2046 I. Health Emergency Labor Standards Act leave; or
2047 J. Leave for holidays for a reason of faith or conscience in accordance with Article
2048 10.5.

2049 **19.2** Leave without pay may be granted for the following reasons:

- 2050 A. Educational leave;
2051 B. Child or elder care emergencies;
2052 C. Governmental service leave;

- 2053 D. Citizen volunteer or community service leave;
- 2054 E. Conditions applicable for leave with pay;
- 2055 F. Union Activities (Article 40);
- 2056 G. Formal collective bargaining leave;
- 2057 H. To accept a temporary exempt position appointment with the Employer; or
- 2058 I. As otherwise provided for in this Agreement.

2059 **19.3 Limitations**

2060 Excluding leave authorized under Article 19.2 H, leave without pay will be no more than
2061 twelve (12) months in any consecutive five (5) year period, except for:

- 2062 A. Compensable work-related injury or illness leave;
- 2063 B. Educational leave;
- 2064 C. Governmental service leave;
- 2065 D. Military leave;
- 2066 E. Cyclic employment leave;
- 2067 F. Leave for serious health condition taken under the provisions of Article 15, Family
2068 and Medical Leave;
- 2069 G. Leave taken voluntarily to reduce the effect of a layoff;
- 2070 H. Leave authorized in advance by an appointing authority as part of a plan to
2071 reasonably accommodate a person of disability;
- 2072 I. Leave to participate in union activities;
- 2073 J. Volunteer firefighting leave;
- 2074 K. Domestic violence leave;
- 2075 L. Legislative service leave; or
- 2076 M. Health Emergency Labor Standards Act leave

2077 **19.4 Returning Employee Rights**

2078 Employees returning from authorized leave without pay will be employed in the same
2079 position or in another position in the same job classification, as determined by the
2080 Employer, provided that such reemployment is not in conflict with other articles in this
2081 Agreement.

2082 The employee and the Employer may enter into a written agreement regarding return rights
2083 at the commencement of the leave.

2084 **19.5 Military Leave**

2085 In addition to twenty-one (21) working days of paid leave granted to employees for
2086 required military duty or to take part in training or drills including those in the National
2087 Guard or active status, unpaid military leave will be granted in accordance with RCW
2088 38.40.060 and applicable federal law. Employees on military leave will be reinstated as
2089 provided in RCW 73.16 and applicable federal law.

2090 **19.6 Educational Leave**

2091 Leave without pay may be granted for educational leave for the duration of actual
2092 attendance in an educational program.

2093 **19.7 Child or Elder Care Emergencies**

2094 Leave without pay, compensatory time or paid leave may be granted for child or elder care
2095 emergencies.

2096 **19.8 Cyclic Employment Leave**

2097 Leave without pay will be granted to cyclic year employees during their off season.

2098 **19.9 Governmental Service Leave**

2099 Leave without pay may be granted for government service in the public interest, including
2100 but not limited to the U.S. Public Health Service or Peace Corps leave.

2101 **19.10 Citizen Volunteer or Community Service Leave**

2102 Leave without pay may be granted for community volunteerism or service.

2103 **19.11 Formal Collective Bargaining Leave**

2104 Leave without pay may be granted to participate in formal collective bargaining sessions
2105 authorized by RCW 41.80.

2106 **19.12 Volunteer Firefighting Leave**

2107 Leave without pay will be granted when an employee who is a volunteer firefighter is called
2108 to duty to respond to a fire, natural disaster or medical emergency.

2109 **19.13 Military Family Leave**

2110 In accordance with the Military Family Leave Act, RCW 49.77, leave without pay will be
2111 granted to an employee whose spouse or state registered domestic partner as defined by
2112 RCW 26.60.020 and RCW 26.60.030 is on leave from deployment or before and up to
2113 deployment, during a period of military conflict. Use of leave without pay, compensatory
2114 time, vacation leave, sick leave, personal leave and all or part of a personal holiday is
2115 limited to a combined maximum of fifteen (15) working days per deployment. Employees
2116 must provide the Employer with five (5) business days' notice after receipt of official
2117 notice that the employee's spouse or state registered domestic partner as defined by RCW
2118 26.60.020 and RCW 26.60.030 will be on leave or of an impending call to active duty.

2119 **19.14 Domestic Violence Leave**

2120 In accordance with the Domestic Violence Leave Act, RCW 49.76, leave without pay,
2121 including intermittent leave, will be granted to an employee who is a victim of domestic
2122 violence, sexual assault or stalking. Family members of a victim of domestic violence,
2123 sexual assault or stalking will be granted leave without pay to help the victim obtain
2124 treatment or seek help. Family member for the purpose of domestic violence leave includes
2125 child, spouse or state registered domestic partner as defined by RCW 26.60.020 and RCW
2126 26.60.030, parent, parent-in-law, grandparent or a person the employee is dating. The
2127 Employer may require verification from the employee requesting leave.

2128 **19.15 Legislative Service Leave**

2129 In accordance with RCW 49.100, a temporary leave of absence, without loss of job status
2130 or seniority, must be granted to an employee who is a member of the Washington state
2131 legislature in order for the employee to perform any official duty as a member of the
2132 legislature during regular and special sessions. The leave of absence may be unpaid leave.
2133 However, an employee may request to use accrued paid leave all or part of the legislative
2134 service leave.

2135 **19.16 Health Emergency Labor Standards Act**

2136 Unpaid leave may be used when a high-risk employee, as defined in RCW 49.17.062, seeks
2137 reasonable accommodation and the Employer determines that leave is the only available
2138 reasonable accommodation, until completion of the public health emergency or another
2139 accommodation is made available.

2140 **19.17** Requests for leave without pay will be submitted in writing. The Employer will approve
2141 or deny leave without pay requests, in writing, within fourteen (14) calendar days when
2142 practicable and will include the reason for denial.

2143 **ARTICLE 20**

2144 **SAFETY AND HEALTH**

- 2145 **20.1** The Employer, employee and Union have a significant responsibility for workplace safety
2146 and health.
- 2147 A. The Employer will provide a work environment in accordance with safety and
2148 health standards established by the Washington Industrial Safety and Health Act
2149 (WISHA).
- 2150 B. Employees will comply with all safety and health practices and standards
2151 established by the Employer.
- 2152 C. The Union will work cooperatively with the Employer on safety and health related
2153 matters and encourage employees to work in a safe manner.
- 2154 **20.2** Employees will take an active role in creating a safe and healthy workplace by reporting
2155 immediate safety issues to their supervisor(s), following the chain of command, and other
2156 safety issues to their safety committee and/or safety officer for review and action, as
2157 necessary. Employees may additionally contact a Union steward. The Employer will
2158 address reported unsafe working conditions and take appropriate action. All parties will
2159 comply with WAC 296-360-150 regarding unsafe work assignments and/or conditions that
2160 a reasonable person would conclude could create a real danger of death or serious injury.
- 2161 **20.3** The Employer will determine and provide the required safety devices, personal protective
2162 equipment and apparel, which employees will wear and/or use. The Employer will repair
2163 or replace employer provided safety items if out-of-date, or damaged/worn beyond
2164 usefulness in the normal course of business. The Employer will provide employees with
2165 orientation and/or training to perform their jobs safely. In addition, if necessary, training
2166 will be provided to employees on the safe operation of equipment prior to use.
- 2167 **20.4** The Employer will form a joint safety committee, in accordance with WISHA
2168 requirements, at each work location where there are eleven (11) or more employees.
2169 Meetings will be conducted in accordance with WAC 296-800-13020. The committee will
2170 be known as the Safety and Health Committee. The committee will consider workplace
2171 safety and health issues affecting employees. Employee participation in joint safety
2172 committee meetings held during the employee's work time will be considered time worked.
2173 Employees may request work schedule adjustments to participate. No overtime or
2174 compensatory time will be paid as a result of participation in joint safety committee
2175 meetings held during the employee's non-work hours. Any employee has the right to bring
2176 a workplace health and safety concern to the joint safety committee. Committee
2177 recommendations will be forwarded to the appropriate appointing authority for review and
2178 action, as necessary.

2179 **20.5 Wellness**

2180 The Employer encourages employee wellness. The Employer will provide employees
2181 access to wellness facilities and resources consistent with other employee groups. Human
2182 Resource Services, in consultation with the Wellness Committee, will develop three (3)
2183 group instruction wellness classes per fiscal year. The group instruction classes will be
2184 available to all employees. Employee-requested schedule changes may be granted in
2185 accordance with Article 7, Hours of Work, for participation in wellness activities. In
2186 addition, the Employer may offer employees wellness classes when it can do so at no cost
2187 or within available resources.

2188 **20.6 Ergonomic Assessments**

2189 At the request of the employee, the Employer will ensure that an ergonomic assessment of
2190 the employee's work station is completed by a person trained by the Department of Labor
2191 and Industries or comparable trainer to conduct ergonomic assessments. Solutions to
2192 identified issues/concerns will be implemented within available resources.

2193 **20.7 Safety Training**

2194 The Employer, through the Safety and Health Committee, will identify training needs and
2195 available resources to address safety issues. Safety and health training programs will
2196 emphasize safe workplace practices and injury prevention. Training will be made available
2197 to employees and attendance will be considered time worked.

2198 **20.8 Vaccinations**

2199 The Employer will, at no cost to the employee, make vaccinations recommended by OSHA
2200 or WISHA available to employees whose duties put them at risk of occupational exposure
2201 to infectious agents.

2202 **ARTICLE 21**
2203 **UNIFORMS, TOOLS AND EQUIPMENT**

2204 **21.1 Uniforms**

2205 The Employer may require employees to wear uniforms, specialized clothing and/or
2206 specialized footwear. Where required, the Employer will determine and provide the
2207 uniform or an equivalent allowance for clothing and/or footwear. The Employer will
2208 continue its current practices regarding the provision and maintenance of required uniforms
2209 and specialized clothing and footwear.

2210 **21.2 Tools and Equipment**

2211 As established by current practices, the Employer may determine and provide necessary
2212 tools, tool allowance, equipment and foul weather gear. The Employer will repair or
2213 replace employer-provided tools and equipment if damaged, out-of-date or worn out

2214 beyond usefulness in the normal course of business. Employees are accountable for
2215 equipment and/or tools assigned to them and will maintain them in a clean and serviceable
2216 condition. Employees will be required to return all Employer provided tools and
2217 equipment (e.g., electronic equipment/devices, keys, furniture, telephone, etc.) upon
2218 separation from employment. In cases where the employee fails to return the provided
2219 tools and equipment, the Employer may deduct the value of the item(s) from the
2220 employee's final pay.

2221 **21.3** The Employer will make a reasonable effort to provide prior notice to employees when
2222 assigning tasks that require clothing other than normal attire.

2223 **21.4** Employees have the right to and may seek reimbursement through the State of Washington
2224 in accordance with RCW 4.92.100 for damage to personal property items. Employees have
2225 the responsibility for taking precautions to protect both personal and state
2226 property/equipment.

2227 **ARTICLE 22**
2228 **DRUG AND ALCOHOL FREE WORKPLACE**

2229 **22.1** The Employer is required to comply with the Drug-Free Schools and Communities Act
2230 (DFSCA), the Drug-Free Schools and Campuses Regulations, and the Drug-Free
2231 Workplace Act in order to be eligible for federal funding. In addition, the Employer will
2232 comply with RCW 49.17, Washington Industrial Safety and Health Act, and WAC 296.
2233 Marijuana is a controlled substance under state and federal law. All employees must report
2234 to work in a condition fit to perform their assigned duties unimpaired by alcohol or
2235 controlled substances.

2236 **22.2 Possession or Use of Alcohol or Controlled Substances**

2237 Employees may not use or possess alcohol while on duty, except when authorized by
2238 Employer policy. The possession or use of controlled substances is strictly prohibited
2239 unless allowed under Section 22.3.

2240 **22.3 Prescription and Over-the-Counter Medications**

2241 Employees taking physician-prescribed or over-the-counter medications, must notify their
2242 supervisor or other designated official that they are taking a medication and the side effects
2243 of the medication if there is a substantial likelihood that such medication will affect the
2244 employee's job safety or the safety of others.

2245 **22.4 Drug and Alcohol Testing – Safety-Sensitive Functions**

2246 A. Employees required to have a Commercial Driver's License (CDL) are subject to
2247 pre-employment, post-accident, random and reasonable suspicion testing in
2248 accordance with the U.S. Department of Transportation rules, Coast Guard
2249 Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee

2250 Testing Act of 1991. The testing will be conducted in accordance with current
2251 Employer policy.

2252 B. In addition, Employees who perform other safety-sensitive functions are subject to
2253 pre-employment, post-accident, and reasonable suspicion testing. The testing will
2254 be conducted in accordance with Employer policy. For the purposes of this Article,
2255 employees who perform other safety-sensitive functions are licensed health care
2256 professionals who administer or dispense medications as a part of their job duties.

2257 **22.5 Reasonable Suspicion Testing – All Employees Performing Safety-Sensitive**
2258 **Functions**

2259 A. Reasonable suspicion testing for alcohol or controlled substances may be directed
2260 by the Employer for any employee performing safety-sensitive functions when
2261 there is reason to suspect that alcohol or controlled substance use may be adversely
2262 affecting the employee’s job performance or that the employee may present a
2263 danger to the physical safety of the employee or another.

2264 B. Specific objective grounds must be stated in writing that support the reasonable
2265 suspicion. Examples of specific objective grounds include but are not limited to:

2266 1. Physical symptoms consistent with alcohol and/or controlled substance use;

2267 2. Evidence or observation of alcohol or controlled substance use, possession,
2268 sale, or delivery; or

2269 3. The occurrence of an accident(s) where a trained manager, supervisor or
2270 lead worker suspects alcohol or other controlled substance use may have
2271 been a factor.

2272 C. Referral

2273 Referral for testing will be made on the basis of specific objective grounds
2274 documented by a supervisor or manager who has attended the training on detecting
2275 the signs/symptoms of being affected by alcohol or controlled substances, and
2276 verified by another trained supervisor or manager.

2277 **22.6 Post-Accident Testing – All Employees**

2278 Post-accident drug and alcohol testing may be conducted by the Employer for any
2279 employee when a work-related incident has occurred involving death, serious bodily injury
2280 or significant property/environmental damage, or the potential for death, serious bodily
2281 injury, or significant property/environmental damage, and when the employee’s action(s)
2282 or inaction(s) either contributed to the incident or cannot be completely discounted as a
2283 contributing factor. Referral for post-accident testing will be made in accordance with
2284 Subsection 22.5 C, above.

2285 **22.7 Testing**

2286 Employees must submit to alcohol or controlled substance testing when required by the
2287 Employer, in accordance with Sections 22.4, 22.5 and 22.6, above. A refusal to test is
2288 considered the same as a positive test. When an employee is referred for testing, the
2289 employee will be removed immediately from duty and transported to the collection site.
2290 The cost of testing, including the employee's salary, will be paid by the Employer.

2291 Testing will be conducted in such a way to ensure maximum accuracy and reliability by
2292 using the techniques, chain of custody procedures, equipment and laboratory facilities,
2293 which have been approved by the U.S. Department of Health and Human Services. An
2294 employee notified of a positive alcohol or controlled substance test result may request an
2295 independent test of their split sample at the employee's expense. If the test result is
2296 negative, the Employer will reimburse the employee for the cost of the split sample test.

2297 An employee who has a positive alcohol and/or controlled substance test may be subject
2298 to disciplinary action, up to and including dismissal, based on the incident that prompted
2299 the testing, including a violation of the drug and alcohol free work place rules.

2300 **22.8 Training**

2301 Training will be made available to managers, supervisors and shop stewards. Attendance
2302 at training will be considered time worked. The training will include:

- 2303 A. The elements of the Employer's Drug and Alcohol Free Workplace Program;
- 2304 B. The effects of drugs and alcohol in the workplace;
- 2305 C. Behavioral symptoms of being affected by controlled substances and/or alcohol;
2306 and
- 2307 D. Rehabilitation services available.

2308 **22.9** An employee who is in a position that is federally funded and they violate the laws
2309 underlying this article may be subject to arrest and conviction; and are subject to
2310 appropriate disciplinary action.

2311 A. Employees convicted of a criminal violation occurring in the workplace involving
2312 alcohol, marijuana or other controlled substance must notify the Employer, in
2313 writing, within five (5) days of the conviction.

2314 B. If the employee's position is supported by federal funds, the Employer must notify
2315 the appropriate federal agency within ten (10) days of the conviction.

2316 **22.10** The off-duty use of alcohol, marijuana or other controlled substance may be grounds for
2317 disciplinary action in accordance with Article 28, Privacy and Off-Duty Conduct.

2318 **ARTICLE 23**

2319 **TRAVEL**

2320 Employees required to travel in order to perform their duties will be reimbursed for any authorized
2321 travel expenses (e.g., mileage and/or per diem), in accordance with the regulations established by
2322 the Office of Financial Management and Employer policy.

2323 **ARTICLE 24**

2324 **COMMUTE TRIP REDUCTION AND PARKING**

2325
2326 **24.1** The Employer will continue to encourage but not require employees to use alternate means
2327 of transportation to commute to and from work consistent with the Commute Trip
2328 Reduction (CTR) law and the needs of the Employer and the community.

2329
2330 **24.2** The Employer and the Union recognize the value of compressed workweeks, flextime
2331 arrangements and telework. Requests to telework will be considered in accordance with
2332 the Employer's policy.

2333
2334 **24.3** Employees will continue to be eligible to park in designated college parking areas in
2335 accordance with Employer policies. The Employer may establish and assess fines for
2336 violations of motor vehicle and parking regulations, order the removal of vehicles parked
2337 in violation of regulations at the expense of the violator, and seek collection of any unpaid
2338 fines. If the Employer elects to change the parking fees during the life of this Agreement,
2339 the process outlined in WAC 174-116 will be used to set the fees. The parties agree that
2340 alternatives to the implementation of higher parking fees will be an appropriate topic for
2341 bargaining, if the Union files a request for bargaining under the provisions of Article 37,
2342 Mandatory Subjects. Parking fund revenues will be used as set forth in WAC 174-116.
2343 Upon request, the Employer will provide parking fund information to the Union.

2344
2345 **24.4** In the event another group of college employees, not covered by this Agreement, is
2346 permitted to purchase employee-parking permits at a lower rate, the lower rate will
2347 automatically be applied to employees covered by this Agreement.

2348
2349 **24.5** The Employer will continue its current practice of offering pre-tax parking, bus passes and
2350 other commute trip reduction options via payroll deduction.

2351 **ARTICLE 25**

2352 **LICENSURE AND CERTIFICATION**

2353 **25.1** The Employer will continue its current practices related to licensure and certification.

2354 **25.2** Employees will notify their appointing authority or designee if their work-related license
2355 and/or certification has expired, or has been restricted, revoked or suspended within

2356 twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their
2357 next scheduled shift, whichever occurs first.

2358 **ARTICLE 26**

2359 **VOLUNTEERS AND STUDENT WORKERS**

2360 The Employer will utilize volunteers and student workers only to the extent they supplement and
2361 do not supplant bargaining unit employees. Volunteers and student workers will not supervise
2362 bargaining unit employees.

2363 **ARTICLE 27**

2364 **RESIGNATION AND ABANDONMENT**

2365 **27.1 Voluntary Resignation**

2366 The Employer may permit an employee to withdraw their resignation at any time prior to
2367 the effective date.

2368 **27.2 Unauthorized Absence/Abandonment**

2369 When an employee has been absent without authorized leave and has failed to contact the
2370 Employer for a period of three (3) consecutive scheduled work days, the employee is
2371 presumed to have resigned from their position. The Employer will make reasonable
2372 attempts to contact the employee to determine the cause of the absence. Such reasonable
2373 attempts will include calling the employee at their contact phone number and any
2374 emergency contacts on file with the Employer, and/or requesting a welfare check.

2375 **27.3 Notice of Separation**

2376 When an employee's resignation is presumed in accordance with Section 27.2 above, the
2377 Employer will separate the employee by sending a separation notice to the employee by
2378 certified mail to the last known address of the employee. Such notice will include
2379 information regarding eligibility for continuation of medical benefits.

2380 **27.4 Petition for Reinstatement**

2381 An employee who has received a separation notice in accordance with Section 27.3, above,
2382 may petition the Employer in writing to consider reinstatement. The employee must
2383 provide proof that the absence was involuntary or unavoidable. The petition must be
2384 received by the Employer or postmarked within ten (10) calendar days after the separation
2385 notice was deposited in the United States mail.

2386 **27.5 Grievability**

2387 Denial of a petition for reinstatement is grievable. The grievance may not be based on
2388 information other than that shared with the Employer at the time of the petition for
2389 reinstatement.

2390 **ARTICLE 28**

2391 **PRIVACY AND OFF-DUTY CONDUCT**

2392 **28.1** Employees have the right to confidentiality related to personal information and personnel
2393 issues to the extent provided/allowed by law. The Employer, the Union and the employees
2394 will take appropriate steps to maintain such confidentiality.

2395 **28.2** The off-duty activities of an employee may be grounds for disciplinary action if said
2396 activities are a conflict of interest as set forth in RCW 42.52, are detrimental to the
2397 employee's work performance or the program of the Employer, or otherwise constitutes
2398 just cause. An employee will report all arrests and any court-imposed sanctions or
2399 conditions that affect their ability to perform assigned duties to Human Resource Services
2400 or the appointing authority within twenty-four (24) hours or prior to their scheduled work
2401 shift, whichever occurs first.

2402 **ARTICLE 29**

2403 **DISCIPLINE**

2404 **29.1** The Employer will not discipline any permanent employee without just cause.

2405 **29.2** Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions,
2406 and discharges. Oral reprimands will be identified as such.

2407 **29.3** When disciplining an employee, the Employer will make a reasonable effort to protect the
2408 privacy of the employee.

2409 **29.4** The Employer has the authority to conduct investigations.

2410 **29.5** A. Upon request, an employee has the right to a union representative at an
2411 investigatory interview called by the Employer, if the employee reasonably
2412 believes discipline could result.

2413 An employee may also have a union representative at a pre-disciplinary meeting.
2414 If the requested representative is not reasonably available, the employee will select
2415 another representative who is available. An employee seeking representation is
2416 responsible for contacting a union representative.

2417 B. The role of the union representative in regard to Employer-initiated investigations
2418 is to provide assistance and counsel to the employee and not interfere with the
2419 Employer's right to conduct the investigation. Every effort will be made to
2420 cooperate in the investigation.

2421 **29.6** An employee placed on an alternate assignment during an investigation will not be
2422 prohibited from contacting a union steward unless there is a conflict of interest, in which

2423 case the employee may contact another union steward. This does not preclude the
2424 Employer from restricting an employee's access to the Employer's premises.

2425 **29.7** Prior to imposing discipline, except oral or written reprimands, the Employer will inform
2426 the employee and the union staff representative in writing of the reasons for the
2427 contemplated discipline and an explanation of the evidence, copies of written documents
2428 relied upon to take the action and the opportunity to view other evidence, if any. This
2429 information will be sent to the union staff representative on the same day it is provided to
2430 the employee. The employee will be provided an opportunity to respond either at a meeting
2431 scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary
2432 meeting with the Employer will be considered time worked.

2433 **29.8** The Employer will provide an employee with fifteen (15) calendar days' written notice
2434 prior to the effective date of a reduction in pay or demotion.

2435 **29.9** The Employer will normally provide an employee with seven (7) calendar days' written
2436 notice prior to the effective date of a discharge. If the Employer fails to provide seven (7)
2437 calendar days' notice, the discharge will stand and the employee will be entitled to payment
2438 of salary for time the employee would otherwise have been scheduled to work had seven
2439 (7) calendar days' notice been given.

2440 However, the Employer may discharge an employee immediately without pay in lieu of
2441 the seven (7) calendar days' notice period if, in the Employer's determination, the
2442 continued employment of the employee during the notice period would jeopardize the good
2443 of the Employer. The Employer will provide the reasons immediate action is necessary in
2444 the written notice.

2445 **29.10** The Employer will provide the Union with a copy of any disciplinary letters.

2446 **29.11** The Employer has the authority to impose discipline, which is then subject to the grievance
2447 procedure set forth in Article 30. Oral reprimands, however, may be processed only
2448 through the top internal step of the grievance procedure and cannot be arbitrated.

2449 **29.12** Article 29.4 through Article 29.11 shall not apply to investigations, hearings, and decisions
2450 regarding formal Title IX complaints against employees. Title IX investigations, hearings,
2451 and decisions shall be conducted in accordance with, and subject to, applicable law and
2452 Employer policy.

2453
2454 Should the Federal Title IX regulations change substantially, either Party may request to
2455 open discussions regarding Article 29.12.
2456

2457 **ARTICLE 30**
2458 **GRIEVANCE PROCEDURE**
2459

2460 **30.1** The Union and the Employer agree that it is in their best interest to resolve disputes at the
2461 earliest opportunity and at the lowest level. Whenever possible, disputes should be
2462 resolved informally prior to filing a formal written grievance. To that end, all supervisors
2463 and employees are encouraged to engage in free and open discussions about disputes. In
2464 addition, the Employer will make mediation available when requested by one or both
2465 parties and mutually agreed to, and inform employees about the availability of mediation
2466 services. Mediation and/or conflict resolution training may be made available to
2467 employees and supervisors.

2468 **30.2 Terms and Requirements**

2469 A. Grievance Definition

2470 A grievance is an allegation by an employee or a group of employees that there has
2471 been a violation, misapplication, or misinterpretation of this Agreement, which
2472 occurred during the term of this Agreement. Disciplinary action may be grieved,
2473 subject to the provisions of Section 29.11 of Article 29, Discipline. The term
2474 “grievant” as used in this Article includes the term “grievants.”

2475 B. Filing a Grievance

2476 Grievances may be filed by the Union on behalf of an employee or on behalf of a
2477 group of employees. All grievances must be submitted to Human Resource
2478 Services. The grievance will state the name of the employee or the names of the
2479 group of employees. The Union, as exclusive representative, is considered the only
2480 representative of the employee in grievance matters and has the right in a grievance
2481 to designate the person who will represent the employee on behalf of the Union.

2482 C. Computation of Time

2483 Days are calendar days, and will be counted by excluding the first day and including
2484 the last day of timelines. When the last day falls on a Saturday, Sunday or holiday,
2485 the last day will be the next day which is not a Saturday, Sunday or holiday.
2486 Transmittal of grievances, appeals and responses will be in writing, and timelines
2487 will apply to the date of receipt, not the date of postmarking.

2488 D. Failure to Meet Timelines

2489 The time limits in this Article must be strictly adhered to unless mutually modified
2490 in writing. Failure by the Union to comply with the timelines will result in the
2491 automatic withdrawal of the grievance. Failure by the Employer to comply with
2492 the timelines will entitle the Union to move the grievance to the next step of the
2493 procedure.

2494 E. Contents

2495 The written grievance must include the following information or it will not be
2496 processed:

2497 1. The date of the occurrence giving rise to the grievance or the date the
2498 grievant knew or could reasonably have known of the occurrence;

2499 2. The nature of the grievance;

2500 3. The facts upon which it is based;

2501 4. The specific article and section of the Agreement violated;

2502 5. The specific remedy requested;

2503 6. The steps taken to informally resolve the grievance; and

2504 7. The name and signature of the Union representative.

2505 F. Modifications

2506 No newly alleged violations may be made after the initial written grievance is filed,
2507 except by written mutual agreement.

2508 G. Resolution

2509 If the Employer provides the requested remedy or a mutually agreed-upon
2510 alternative, the grievance will be considered resolved and may not be moved to the
2511 next step.

2512 H. Withdrawal

2513 A grievance may be withdrawn at any time.

2514 I. Resubmission

2515 If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

2516 J. Pay

2517 Paid release time will be provided to employees, grievants and union stewards in
2518 accordance with Article 40, Union Activities.

2519 K. Group Grievances

2520 No more than five (5) grievants will be permitted to attend grievance meetings.

2521 L. Consolidation

2522 Grievances arising out of the same set of facts may be consolidated by written
2523 agreement.

2524 M. Bypass

2525 Any of the steps in this procedure may be bypassed with mutual written consent of
2526 the parties involved at the time the bypass is sought.

2527 N. Discipline

2528 Disciplinary grievances will be initiated at the level at which the disputed action
2529 was taken.

2530 O. Grievance Files

2531 Written grievances and responses will be maintained separately from the
2532 employee's personnel file.

2533 P. Steward Mentoring

2534 With the agreement of the Employer, additional union stewards may observe
2535 Management scheduled grievance meetings, up to and including step 3, for the
2536 purpose of mentoring and training. The Union will provide a written list of the
2537 union steward(s) to Human Resource Services prior to the meeting.

2538 The Employer may approve compensatory time, vacation leave, or leave without
2539 pay for the steward to attend the meeting. However, employees must use
2540 compensatory time prior to their use of vacation leave, unless the use would result
2541 in the loss of their vacation leave. At the discretion of the supervisor, an employee
2542 may be allowed to adjust their work shift.

2543

2544 **30.3 Filing and Processing**

2545 A. Filing

2546 A grievance must be filed within twenty-eight (28) days of the occurrence giving
2547 rise to the grievance, or the date the grievant knew or could reasonably have known
2548 of the occurrence.

2549 The twenty-eight (28) day period above should be used to attempt to informally
2550 resolve the dispute. The union steward or staff representative will indicate when a
2551 discussion with the Employer is an attempt to informally resolve a dispute.

2552 B. Alternative Resolution Methods

2553 Any time during the grievance process, by mutual consent, the parties may use
2554 alternative methods to resolve the dispute. If the parties agree to use alternative

2555 methods, the time frames in this Article are suspended. If the selected alternative
2556 method does not result in a resolution, the Union may return to the grievance
2557 process and the time frames resume. Any expenses and fees of alternative methods
2558 will be shared equally by the parties.

2559 C. Processing

2560 The Union and the Employer agree that in-person meetings are preferred at all steps
2561 of the grievance process and will make efforts to schedule in person meetings, if
2562 possible.

2563 **Step 1: Supervisor, Manager or Designee**

2564 If the issue is not resolved informally, the Union may file a written grievance to the
2565 supervisor, manager or designee, with a copy to Human Resource Services, within
2566 the twenty-eight (28) day period described in 30.3 A. The supervisor, manager or
2567 designee who will meet in person or confer by telephone with a union steward
2568 and/or staff representative and the grievant within fourteen (14) days of receipt of
2569 the grievance, and will respond in writing to the Union within fourteen (14) days
2570 after the meeting.

2571 **Step 2: Dean, Director or Designee**

2572 If the grievance is not resolved at Step 1, the Union may move it to Step 2 by filing
2573 the written grievance, including a copy of the Step 1 decision, with the dean,
2574 director or designee, with a copy to Human Resource Services within fourteen (14)
2575 days of the Union's receipt of the Step 1 decision. Human Resource Services will
2576 designate the appropriate dean or director who will hear the grievance at Step 2.
2577 The designee will meet in person or confer by telephone with a union steward or
2578 staff representative and the grievant within fourteen (14) days of receipt of the
2579 appeal, and will respond in writing to the Union within fourteen (14) days after the
2580 meeting.

2581 **Step 3: President, Vice President or Designee**

2582 If the grievance is not resolved at Step 2, the Union may move it to Step 3 by filing
2583 the written grievance, including a copy of all previous responses, with the President,
2584 Vice President or designee, with a copy to Human Resource Services, within
2585 fourteen (14) days of the Union's receipt of the Step 2 decision. The President,
2586 Vice President or designee will meet in person or confer by telephone with a union
2587 steward or staff representative and the grievant within fourteen (14) days of receipt
2588 of the appeal, and will respond in writing to the Union within fourteen (14) days
2589 after the meeting.

2590 **Step 4: Mediation or Pre-Arbitration Review Meetings (PARM)**

2591 1. Disciplinary and Disability Separation Grievances (excluding written
2592 reprimands)

2593 If the grievance is not resolved at the final internal step, the Union may file
2594 a request for mediation with the Public Employment Relations Commission
2595 (PERC) in accordance with WAC 391-55-020, with a copy to Human
2596 Resource Services within thirty (30) days of receipt of the final internal step
2597 decision. In addition to all other filing requirements, the request must
2598 include a copy of the grievance and all previous responses.

2599 2. Non-Disciplinary and Written Reprimand Grievances (excluding disability
2600 separations)

2601 If the grievance is not resolved at the final internal step, the Union may
2602 request a PARM by filing the written grievance including a copy of all
2603 previous responses with Human Resource Services within thirty (30) days
2604 of receipt of the final internal step decision. Within fifteen (15) days of the
2605 receipt of all the required information, the Employer will either:

2606 a. Notify the Union in writing that a PARM will be scheduled with the
2607 Employer's Human Resource Services representative, and the
2608 Union's staff representative to review and attempt to settle the
2609 dispute.

2610 OR

2611 b. Notify the Union in writing that no PARM will be scheduled.

2612 Within thirty (30) days of the request, a PARM will be scheduled. The
2613 meeting will be conducted at a mutually agreeable time.

2614 The proceedings of any mediation or PARM will not be reported or
2615 recorded in any manner, except for written agreements reached by the
2616 parties during the course of the mediation or PARM. Unless they are
2617 independently admissible, statements made by or to the mediator, or by or
2618 to any party or other participant in the mediation or PARM, may not be:

2619 a. Later introduced as evidence;

2620 b. Made known to an arbitrator or hearings examiner at a hearing;
2621 and/or

2622 c. Construed for any purpose as an admission against interest.

2623 **Step 5: Arbitration**

2624 If the grievance is not resolved at mediation or a PARM, or the Employer notifies
2625 the Union in writing that no PARM will be scheduled, the Union may file a demand
2626 for arbitration. The demand to arbitrate the dispute must be filed with the American
2627 Arbitration Association (AAA) within thirty (30) days of the mediation session,
2628 PARM or receipt of the notice that no PARM will be scheduled. Simultaneous with
2629 filing, copies of the demand for arbitration will be provided to Human Resource
2630 Services.

2631 D. Selecting an Arbitrator

2632 The parties will select an arbitrator by mutual agreement or by alternately striking
2633 names supplied by the AAA, and will follow the Labor Arbitration Rules of the
2634 AAA unless they agree otherwise in writing.

2635 E. Authority of the Arbitrator

2636 1. The arbitrator will:

2637 a. Have no authority to rule contrary to, add to, subtract from, or
2638 modify any of the provisions of this Agreement;

2639 b. Be limited in their decision to the grievance issue(s) set forth in the
2640 original written grievance unless the parties agree to modify it;

2641 c. Not make any award that provides an employee with compensation
2642 greater than would have resulted had there been no violation of this
2643 Agreement;

2644 d. Not have the authority to order the Employer to modify staffing
2645 levels or to direct staff to work overtime.

2646 2. The arbitrator will hear arguments on and decide issues of arbitrability
2647 before the first day of arbitration at a time convenient for the parties,
2648 immediately prior to hearing the case on its merits, or as part of the entire
2649 hearing and decision making process. If the issue of arbitrability is argued
2650 prior to the first day of arbitration, it may be argued in writing or by
2651 telephone at the discretion of the arbitrator. Although the decision may be
2652 made orally, it will be put in writing and provided to the parties.

2653 3. The decision of the arbitrator will be final and binding upon the Union, the
2654 Employer and the grievant.

2655 F. Arbitration Costs

2656 1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing
2657 room(s), will be shared equally by the parties.

- 2658 2. If the arbitration hearing is postponed or canceled because of one party, that
2659 party will bear the cost of the postponement or cancellation. The costs of
2660 any mutually agreed upon postponements or cancellations will be shared
2661 equally by the parties.
- 2662 3. If either party desires a record of the arbitration, a court reporter may be
2663 used. The requesting party will pay the cost of the court reporter. If that
2664 party purchases a transcript, a copy will be provided to the arbitrator free of
2665 charge. If the other party desires a copy of the transcript, it will pay for half
2666 of the costs of the fee for the court reporter, the original transcript and a
2667 copy.
- 2668 4. Each party is responsible for the costs of its attorneys, representatives,
2669 witnesses, travel expenses, and any fees. Every effort will be made to avoid
2670 the presentation of repetitive witnesses. The Union is responsible for
2671 paying any travel or per diem expenses for its witnesses, the grievant and
2672 the union steward.
- 2673 5. If, after the arbitrator issues the award, either party files a motion with the
2674 arbitrator for reconsideration, the moving party will bear the expenses of
2675 the arbitrator.

2676 **30.4 Successor Clause**

2677 Grievances filed during the term of the 2023-2025 Agreement will be processed to
2678 completion in accordance with the provisions of the 2023-2025 Agreement.

2679 30.5 Article 30, in its entirety, shall not apply to investigations, hearings, and decisions
2680 regarding formal Title IX complaints against employees. Title IX investigations, hearings,
2681 and decisions shall be conducted in accordance with, and subject to, applicable law and
2682 Employer policy.

2683
2684 Should the Federal Title IX regulations change substantially, either Party may request to
2685 open discussions regarding Article 30.5.
2686

2687 **ARTICLE 31**
2688 **LEGAL DEFENSE**

2689 If a bargaining unit employee becomes a defendant in a civil liability suit arising out of actions
2690 taken or not taken in the course of the employee's employment for the State, the employee has the
2691 right to request representation and indemnification through the Employer according to RCW 4.92.

2692 **ARTICLE 32**

2693 **EMPLOYEE ASSISTANCE PROGRAM**

- 2694 **32.1** The Employer agrees to provide all bargaining unit employees and family members access
2695 to a confidential employee assistance program selected and paid for by the Employer.
- 2696 **32.2** Employees can request a work schedule adjustment to allow access to the services of the
2697 employee assistance program.

2698 **ARTICLE 33**

2699 **EMPLOYEE FILES**

- 2700 **33.1** The Employer will maintain one (1) official personnel file for each employee. Human
2701 Resource Services will maintain the personnel file. This will not preclude the maintenance
2702 of all lawful files and records as needed by the Employer. Additional employee files may
2703 include supervisory files, attendance files, payroll files, and medical files. All references
2704 to “supervisory file” in this Agreement refer to a file kept by the employee’s first-line
2705 supervisor.
- 2706 **33.2** Each employee has the right to review their personnel file, supervisory file, attendance file,
2707 payroll file and medical file. The Employer will determine the location of all employee
2708 files. An employee may arrange to examine their employee files. Written authorization
2709 from the employee is required before any representative of the employee will be granted
2710 access to employee files. Review of employee files will be in the presence of an Employer
2711 representative during business hours. The employee and/or representative may not remove
2712 any contents. The Employer may charge a reasonable fee for copying any materials beyond
2713 the first copy requested by the employee or their representative.
- 2714 **33.3** An employee may insert a reasonable amount of job-related material in their personnel file
2715 that reflects favorably on their job performance. An employee may provide a written
2716 rebuttal to any information in the files that the employee considers objectionable.
- 2717 **33.4** Adverse material or information related to alleged misconduct that is determined to be
2718 false, and all such information in situations where the employee has been fully exonerated
2719 of wrongdoing, will be promptly removed from the employee’s files. The Employer may
2720 retain this information in a legal defense file in accordance with RCW 41.06.450.
- 2721 **33.5** When documents in an employee file are the subject of a public disclosure request under
2722 RCW 42.56, the Employer will provide the employee with a copy of the request at least
2723 seven (7) calendar days in advance of the intended release date.
- 2724 **33.6** Employees will be provided a copy of all adverse material at the time the materials are
2725 included in the personnel file.

2726 **33.7** Information in employee files will be retained only as long as it has a reasonable bearing
2727 on the employee's job performance or upon the efficient and effective management of the
2728 Employer.

2729 **33.8** Anonymous material, not otherwise substantiated, will not be placed in an employee file.

2730 **33.9** The Employer will ensure the security and confidentiality of employee files.

2731 **33.10** Medical files will be kept separate and confidential in accordance with state and federal
2732 law.

2733 **33.11** Supervisory files will be purged of the previous year's job performance information
2734 following completion of the annual performance evaluation, unless circumstances warrant
2735 otherwise.

2736 **33.12 Removal of Documents**

2737 A. Written reprimands will be removed from an employee's personnel file after three
2738 (3) years if:

2739 1. Circumstances do not warrant a longer retention period;

2740 2. There has been no subsequent discipline; and

2741 3. The employee submits a written request for its removal.

2742 B. Records of disciplinary actions involving reductions in pay, suspensions or
2743 demotions, and written reprimands not removed after three (3) years will be
2744 removed after six (6) years if:

2745 1. Circumstances do not warrant a longer retention period;

2746 2. There has been no subsequent discipline; and

2747 3. The employee submits a written request for its removal.

2748 C. Nothing in this Section will prevent the Employer from agreeing to an earlier
2749 removal date, unless to do so would violate RCW 41.06.450.

2750 **ARTICLE 34**
2751 **REASONABLE ACCOMMODATION AND**
2752 **DISABILITY SEPARATION**

2753 **34.1** The Employer and the Union will comply with all relevant federal and state laws, and
2754 regulations providing reasonable accommodations to qualified individuals with
2755 disabilities. The Employer will maintain written procedures for reasonable accommodation

2756 for qualified individuals with disabilities. Upon request, Human Resource Services will
2757 make the reasonable accommodation written procedures available to an employee.

2758 **34.2** An employee who believes that they suffer a disability and requires a reasonable
2759 accommodation to perform the essential functions of their position may request such an
2760 accommodation by submitting a request to the Employer (Human Resource Services). The
2761 Employer will acknowledge receipt of the request for reasonable accommodation or
2762 disability separation. The Employer will begin processing a reasonable accommodation
2763 request within thirty (30) calendar days.

2764 **34.3** Employees requesting accommodation must cooperate with the Employer in discussing the
2765 need for and possible form of any accommodation. The Employer may require supporting
2766 medical documentation and may require the employee to obtain a second medical opinion
2767 at Employer expense. Medical information disclosed to the Employer will be kept
2768 confidential.

2769 **34.4** The Employer will determine whether an employee is eligible for a reasonable
2770 accommodation and the accommodation to be provided. The Employer will provide a
2771 written response within fourteen (14) calendar days of making their determination.

2772 **34.5** An employee with permanent status may be separated from service when the Employer
2773 determines that the employee is unable to perform the essential functions of the employee's
2774 position due to a mental, sensory, or physical disability, which cannot be reasonably
2775 accommodated. Determinations of disability may be made by the Employer based on an
2776 employee's written request for disability separation or after obtaining a written statement
2777 from a licensed physician or licensed mental health professional. The Employer can
2778 require an employee to obtain a medical examination, at Employer expense, from a licensed
2779 physician or licensed mental health professional of the Employer's choice. Evidence may
2780 be requested from the licensed physician or licensed mental health professional regarding
2781 the employee's limitations.

2782 **34.6** When the Employer has medical documentation of the employee's disability and has
2783 determined that the employee cannot be reasonably accommodated in any available
2784 position for which they qualify, or the employee requests separation due to disability, the
2785 Employer may immediately separate the employee.

2786 **34.7** The Employer will inform the employee in writing of the option to apply to return to
2787 employment prior to the employee's separation due to disability. The Employer will
2788 provide assistance to individuals seeking reemployment under this Article for two (2)
2789 years. If reemployed, upon successful completion of the employee's probationary period,
2790 the time between separation and reemployment will be treated as leave without pay and
2791 will not be considered a break in service.

2792 **34.8** A disability separation is not a disciplinary action. Disability separation at the employee's
2793 request is not subject to the grievance procedure in Article 30.

2794
2795

ARTICLE 35
LAYOFF AND RECALL

2796 **35.1** The Employer will determine the basis for, extent, effective date and the length of layoffs
2797 in accordance with the provisions of this Article. A layoff is an employer initiated action
2798 that results in separation from service, employment in a class with a lower salary range
2799 maximum, reduction in the work year, or reduction or increase in the number of work
2800 hours.

2801 When it is determined that layoffs, other than a temporary layoff, will occur within a layoff
2802 unit, the Employer will provide the Union with:

- 2803 A. As much advance notice as possible, but not less than thirty (30) calendar days'
2804 notice;
- 2805 B. Opportunity to meet with affected employees prior to the implementation of the
2806 layoff; and
- 2807 C. An invitation to meet under the provisions of Article 38, Union-Management
2808 Communication Committee.

2809 The Employer will explore options including reduction of hourly employees.

2810 **35.2 Basis for Layoff**

- 2811 A. The reasons for layoffs include, but are not limited to, the following:
- 2812 1. Lack of funds;
- 2813 2. Lack of work; or
- 2814 3. Organizational change.
- 2815 B. Examples of layoff actions due to lack of work include, but are not limited to:
- 2816 1. Termination of a project or special employment;
- 2817 2. Availability of fewer positions than there are employees entitled to such
2818 positions;
- 2819 3. Employee's ineligibility to continue in a position following its reallocation
2820 to a class with a higher salary maximum; or
- 2821 4. Employee's ineligibility to continue, or choice not to continue, in a position
2822 following its reallocation to a class with a lower salary range maximum.

2823 **35.3 Voluntary Layoff, Leave of Absence or Reduction in Hours**

2824 An employee may volunteer to be laid off, take an unpaid leave of absence or reduce their
2825 hours of work in order to reduce layoffs. If it is necessary to limit the number of employees
2826 on unpaid leave at the same time, the Employer will determine who will be granted a leave
2827 of absence and/or reduction in hours based upon staffing needs. Employees who volunteer
2828 to be laid off may request to have their names placed on the appropriate layoff list for the
2829 job classifications in which they held permanent status.

2830 **35.4 Involuntary Reduction or Increase in Hours**

2831 An employee in a position that is reduced or increased in work year or work hours will
2832 have the choice of staying in the reduced or increased position. If the employee declines,
2833 the layoff process in Article 35.9 and 35.10 applies.

2834 **35.5 Probationary Employees**

2835 Employees with permanent status will not be separated from state service through a layoff
2836 action without first being offered classified positions they have the skills and abilities to
2837 perform within their current job classification within the layoff unit currently held by
2838 probationary employees. Probationary employees will be separated from employment
2839 before permanent employees.

2840 **35.6 Temporary Layoff – Employer Option**

2841 The Employer may temporarily reduce the work hours of an employee to no less than
2842 twenty (20) hours per week due to an unanticipated loss of funding, revenue shortfall, lack
2843 of work, shortage of material or equipment, or other unexpected or unusual reasons.
2844 Employees will normally receive seven (7) calendar days notice of a temporary reduction
2845 of work hours.

2846 A. The Employer may temporarily layoff an employee for up to ninety (90) calendar
2847 days due to an unanticipated loss of funding, revenue shortfall, lack of work,
2848 shortage of material or equipment, or other unexpected or unusual reasons.
2849 Employees will normally receive seven (7) calendar days notice of a temporary
2850 layoff. The notification will specify the nature and duration of the temporary layoff.

2851 B. An employee who is temporarily laid off will not be entitled to:

2852 1. Be paid any leave balance; except, if the layoff is not due to loss of funding
2853 or revenue shortfall, upon request, an employee will be paid for accrued
2854 vacation leave up to the equivalent of the employee's regular work schedule
2855 for the duration of the layoff;

2856 2. Bump to any other position; or

2857 3. Be placed on a layoff register.

2858 C. A temporary reduction of work hours or a temporary layoff will not affect an
2859 employee's periodic increment date or seniority date and the employee will accrue
2860 vacation and sick leave credit at their normal rate.

2861 **35.7 Layoff Units**

2862 A. A layoff unit is defined as the entity or administrative/organizational unit within
2863 the Employer used for determining the available options for employees who are
2864 being laid off.

2865 B. The layoff unit(s) for The Evergreen State College are:

- 2866 1. Project employment
- 2867 2. All other WFSE classified.

2868 C. Positions with multiple funding sources will be placed in the appropriate "all other"
2869 layoff unit.

2870 **35.8 Skills and Abilities**

2871 Skills and abilities are documented criteria found in license/certification requirements,
2872 federal and/or state requirements, position descriptions, bona fide occupational
2873 qualifications approved by the Human Rights Commission, recruitment announcements or
2874 other Employer documents that reference position requirements.

2875 **35.9 Options within the Layoff Unit**

2876 A. Employees will be laid off in accordance with seniority, as defined in Article 39,
2877 Seniority. The Employer will determine if the employee possesses the required
2878 skills and abilities for the position and the comparability of the position. The
2879 Employer may require updated information from the employee regarding the
2880 employee's current skills and abilities. Employees being laid off will be provided
2881 one (1) option within the layoff unit in descending order of salary range and one
2882 (1) progressively lower level at a time:

2883 1. A funded vacant position for which the employee has the skills and abilities,
2884 within the employee's current job classification.

2885 2. A funded filled position held by the least senior employee for which the
2886 employee has the skills and abilities, within the employee's current job
2887 classification.

2888 3. A funded vacant or filled position held by the least senior employee for
2889 which the employee has the skills and abilities, at the same or lower salary
2890 range as the employee's current permanent position, within a job
2891 classification in which the employee has held permanent status or, at the

2892 employee's written request, to a lower classification within the employee's
2893 current job classification series even if the employee has not held permanent
2894 status in the lower job classification.

2895 B. For employees who have transitioned into the IT Professional Structure on July 1,
2896 2019, layoff options within the layoff unit will be determined as follows:

2897
2898 1. Options will be provided in descending order of salary range and one (1)
2899 progressively lower level at a time based on comparable funded positions.
2900 Vacant positions will be offered prior to filled positions.

2901
2902 2. The Employer will determine if the employee possesses the required skills
2903 and abilities for the position and the comparability of the position based on
2904 the employee's work history and completed IT Assessment Form. The
2905 Employer may require updated information from the employee regarding
2906 their current skills and abilities.

2907
2908 3. Employees being laid off will be provided one (1) option within the layoff
2909 unit:

2910
2911 a. A funded vacant position within their current permanent job family
2912 level for which the employee has the skills and abilities.

2913
2914 b. A funded vacant position within another job family and level at the
2915 same salary range for which the employee has the skills and abilities.

2916
2917 c. A funded filled position held by the least senior employee within
2918 their current permanent job family and level for which the employee
2919 has the skills and abilities.

2920
2921 d. A funded filled position held by the least senior employee within
2922 another job family and level within the same salary range as their
2923 current permanent job family and level for which the employee has
2924 the skills and abilities.

2925
2926 e. A funded vacant or filled position held by the least senior employee
2927 for which the employee has the skills and abilities, at the same or
2928 lower salary range as their current permanent position, within a job
2929 classification in which the employee has held permanent status or,
2930 at the employee's written request, to a lower classification within a
2931 job classification within a job classification series that the employee
2932 has held permanent status, even if the employee has not held
2933 permanent status in the lower job classification.

2934

- 2935 C. "Pool" options will be used when more than one employee in the same
2936 classification, with the same skills and abilities, within the same layoff unit are laid
2937 off at the same time, and there are at least the same number of options available as
2938 the number of employees comprising the "pool." All employees in the "pool" are
2939 offered the same options and asked to make their selections in order of preference.
2940 The option will be awarded based on seniority.
2941
- 2942 D. If a job classification in which an employee has previously held status has been
2943 abolished or revised, the Employer, when necessary, will confer with State Human
2944 Resources Director to determine the job classification history. The Employer will
2945 use the job classification history to identify the layoff option.
2946

2947 **35.10 Institution-wide Options**

2948 In addition to the option offered in Section 35.9, above, employees being laid off will be
2949 offered up to three (3) comparable funded vacant positions within the Employer in the
2950 layoff units listed, provided they meet the skills and abilities required of the position(s) and
2951 the positions offered are at the same or lower salary range as the position from which the
2952 employee is currently being laid off. If there are no comparable vacant positions, the
2953 Employer will offer less than comparable funded vacant positions. The Employer will
2954 determine if the employee possesses the required skills and abilities for the position.
2955 Provided the employee meets the skills and abilities required for the position and is at the
2956 same or lower salary range as the position from which the employee is currently being laid
2957 off, the Employer may offer employees being laid off a funded vacant position within the
2958 Employer that is outside positions covered by the master agreement. The Employer may
2959 require updated information from the employee regarding the employee's current skills and
2960 abilities.

2961 **35.11 Notification to Permanent Employees**

- 2962 A. Except for temporary reduction in work hours and temporary layoffs as provided
2963 in Section 35.6, permanent employees will receive written notice at least twenty
2964 (20) calendar days before the effective layoff date. The notice will include:
- 2965 1. The basis for the layoff;
 - 2966 2. The employee's layoff option(s) including any requirement for the
2967 employee to serve a transition review period;
 - 2968 3. The specific layoff lists for which the employee is entitled to placement;
2969 and
 - 2970 4. The date by when an employee must select a layoff option and the
2971 employee's right to grieve the layoff.

2972 The Union will be provided with a copy of the notice.

2973 B. Except for temporary reduction in work hours and temporary layoffs as provided
2974 in Section 35.6, if the Employer chooses to implement a layoff action without
2975 providing twenty (20) calendar days' notice, the employee will be paid their salary
2976 for the days that the employee would have worked had full notice been given.

2977 C. Employees will be provided up to seven (7) calendar days to accept or decline, in
2978 writing, any option provided to them. This time period will run concurrent with the
2979 twenty (20) calendar days' notice provided by the Employer to the employee.

2980 D. Days are calendar days, and will be counted by excluding the first day and including
2981 the last day of timelines. When the last day falls on a Saturday, Sunday or holiday,
2982 the last day will be the next day which is not a Saturday, Sunday or holiday.
2983 Employees who do not accept an option will be deemed to have waived all options,
2984 and will be laid off.

2985 **35.12 Salary**

2986 Employees appointed to a position as a result of a layoff action will have their salary
2987 determined as follows:

2988 A. Current Salary Level

2989 An employee who accepts another position with his or her current salary range will
2990 retain his or her current salary.

2991 B. Lower Salary Level

2992 An employee who accepts another position with a lower salary range will be paid
2993 an amount equal to his or her current salary, provided it is within the salary range
2994 of the new position. In those cases where the employee's current salary exceeds
2995 the maximum amount of the salary range for the new position, the employee will
2996 be compensated at the maximum salary of the new salary range.

2997 C. Appointment from a Layoff List

2998 1. Employees who are appointed from a layoff list to a position with the same
2999 salary range from which they were laid off will be paid the amount for
3000 which they were compensated when laid off plus any across the board
3001 adjustments, including salary survey adjustments, which occurred during
3002 the time they were laid off.

3003 2. Employees who are appointed from a layoff list to a position with a lower
3004 salary range than the position from which they were laid off will be paid an
3005 amount equal to the salary they were receiving at the time they were laid
3006 off, provided it is within the salary range of the new position. In those cases

3007 where the employee's prior salary exceeds the maximum amount of the
3008 salary range for the new position, the employee will be compensated at the
3009 maximum salary of the new salary range.

3010 **35.13 Transition Review Period**

3011 A. The Employer will require an employee to complete a six (6) month transition
3012 review period when the employee accepts a layoff option to a job classification in
3013 which the employee has not held permanent status or has been appointed from a
3014 layoff list. The Employer may extend the transition review period for an individual
3015 employee as long as the extension does not cause the total period to exceed twelve
3016 (12) months.

3017 B. The Employer will have the authority to shorten an employee's transition review
3018 period. Employees will receive a permanent appointment to the position upon
3019 successful completion of the transition review period.

3020 C. The Employer may separate an employee or an employee may voluntarily separate
3021 during the transition review period. Upon separation, and at the employee's
3022 request, the employee's name will be placed on or returned to the appropriate layoff
3023 list. The employee will remain on the layoff list until such time as the employee's
3024 eligibility expires; or the employee has been rehired in a different position or the
3025 employee has otherwise separated employment with the Employer. Separation
3026 during the transition review period will be subject to the grievance procedure in
3027 Article 30, up to the top internal step.

3028 **35.14 Recall**

3029 A. The Employer will maintain a layoff list for each job classification.

3030 1. Permanent employees who are laid off may have their names placed on the
3031 layoff list for the job classification from which they were laid off or
3032 bumped.

3033 2. Additionally, employees may request to have their names placed on the
3034 appropriate layoff list for other job classifications in which they have held
3035 permanent status with the Employer for the most recent period of
3036 continuous employment, provided they were not demoted for cause from
3037 the classification in the last six (6) years.

3038 3. Employees may also request to have their names placed on the appropriate
3039 layoff list for a lower classification within the job classification series from
3040 which they were laid off even if the employee has not held permanent status
3041 in the lower job classification.

3042 4. An employee's name will remain on the layoff list for two (2) years from
3043 the effective date of the employee's layoff, or until they resign or retire from
3044 employment with the Employer.

3045 B. When a vacancy occurs and where there are names on a layoff list, the Employer
3046 will consider all of the laid-off employees in accordance with Article 4, Hiring and
3047 Appointments, who have the skills and abilities to perform the duties of the position
3048 to be filled. An employee who is offered a position and refuses the offer will have
3049 their name removed from the layoff list after three (3) refusals.

3050 **35.15 Project Employment**

3051 A. Permanent project employees have layoff rights. Options will be determined using
3052 the procedure outlined in Sections 35.9 and 35.10, above.

3053 B. Permanent status employees who left regular classified positions to accept project
3054 employment without a break in service have layoff rights within the Employer in
3055 which they held permanent status to the job classification they held immediately
3056 prior to accepting project employment.

3057 **ARTICLE 36**
3058 **MANAGEMENT RIGHTS**

3060 **36.1** Except as modified by this Agreement, the Employer retains all rights of management,
3061 which, in addition to all powers, duties and rights established by constitutional provision
3062 or statute, will include but not be limited to, the right to:

3063 A. Determine the Employer's functions, programs, organizational structure and use of
3064 technology;

3065 B. Determine the Employer's budget and size of the institution of higher education's
3066 workforce and the financial basis for layoffs;

3067 C. Direct and supervise employees;

3068 D. Take all necessary actions to carry out the mission of the State and its institutions
3069 during emergencies;

3070 E. Determine the Employer's mission and strategic plans;

3071 F. Develop, enforce, modify or terminate any policy, procedure, manual or work
3072 method associated with the operations of the Employer;

3073 G. Determine or consolidate the location of operations, offices, work sites, including
3074 permanently or temporarily moving operations in whole or part to other locations;

- 3075 H. Establish or modify the workweek, daily work shift, hours of work and days off;
- 3076 I. Establish work performance standards, which include, but are not limited to the
3077 priority, quality and quantity of work;
- 3078 J. Establish, allocate, reallocate or abolish positions and determine the skills and
3079 abilities necessary to perform the duties of such positions;
- 3080 K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and
3081 temporarily or permanently lay off employees;
- 3082 L. Determine, prioritize and assign work to be performed;
- 3083 M. Determine the need for and the method of scheduling, assigning, authorizing and
3084 approving overtime;
- 3085 N. Determine training needs, methods of training, and employees to be trained;
- 3086 O. Determine the reasons for and methods by which employees will be laid off; and
- 3087 P. Suspend, demote, reduce pay, discharge and/or take other disciplinary actions.
- 3088 **36.2** The Employer has the right to exercise all of the above rights and the lawful rights,
3089 prerogatives and functions of management. The Employer's non-exercise of any right,
3090 prerogative or function will not be deemed a waiver of such right or establishment of a
3091 practice.

3092 **ARTICLE 37**
3093 **MANDATORY SUBJECTS**
3094

- 3095 **37.1** The Employer will satisfy its collective bargaining obligation before changing a matter that
3096 is a mandatory subject. The Employer will notify the Executive Director of the Union,
3097 with a copy to the Chief Union Steward, of these changes and the Union may request
3098 discussions about and/or negotiations on the impact of these changes on employee's
3099 working conditions. The Union will notify Human Resource Services of any demands to
3100 bargain. The Union's request for bargaining should identify any known impacts to bargain.
3101 In the event the Union does not request discussions and/or negotiations within twenty-one
3102 (21) calendar days, the Employer may implement the changes without further discussions
3103 and/or negotiations. The timeframe for filing a demand to bargain will begin on the date
3104 the Employer has provided written notice to the Union. There may be emergency or
3105 mandated conditions that are outside of the Employer's control requiring immediate
3106 implementation, in which case the Employer will notify the Union as soon as possible.
3107
- 3108 **37.2** The parties will agree to the location and time for the discussions and/or negotiations. Each
3109 party is responsible for choosing its own representatives for these activities. The Union

3110 will provide the Employer with the names of its employee representatives at least fourteen
3111 (14) calendar days in advance of the meeting date unless the meeting is scheduled sooner,
3112 in which case the Union will notify the Employer as soon as possible. Employee
3113 representatives will submit a union paid release leave request to record the time and will
3114 have no loss in pay.

3115
3116 **37.3 Release Time**

- 3117
3118 A. The Employer will approve paid release time for up to three (3) employee
3119 representatives who are scheduled to work during the time negotiations are being
3120 conducted, provided the absence of the employee will not interfere with the
3121 operating needs of the Employer. The Employer will approve compensatory time,
3122 vacation leave or leave without pay for additional employee representatives
3123 provided the absence of the employee will not interfere with the operating needs of
3124 the Employer.
- 3125 B. No overtime or compensatory time will be incurred as a result of negotiations
3126 and/or preparation for negotiations.
- 3127
3128 C. The Union is responsible for paying any travel or per diem of employee
3129 representatives. Employee representatives may not use a state vehicle to travel to
3130 and from a bargaining session, unless authorized by the Employer for business
3131 purposes.

3132 **ARTICLE 38**
3133 **UNION-MANAGEMENT COMMUNICATION COMMITTEE**

3134 **38.1 Purpose**

3135
3136 The Employer and the Union endorse the goal of a constructive and cooperative
3137 relationship. To promote and foster such a relationship, a Union-Management
3138 Communication Committee is established. Ad hoc committees may be established by
3139 mutual agreement. The purpose of the committee(s) is to provide communication between
3140 the parties, to share information, to address concerns and to promote constructive union-
3141 management relations.

3142
3143 **38.2 Committees**

3144
3145 Either party may propose items for discussion on topics which may include, but are not
3146 limited to: administration of the Agreement, changes to applicable law, legislative updates,
3147 resolving workplace problems and/or organizational change.

3148
3149 The committee(s) will meet, discuss and exchange information of a group nature rather
3150 than an individual interest or concern and general interest to both parties. Individual

3151 grievances properly processed under Article 30, Grievance Procedure, will not be discussed
3152 during the committee meeting.

3153 A. Composition

3154
3155 The Employer and Union will be responsible for the selection of their own
3156 representatives. The committee(s) will consist of up to six (6) employer
3157 representatives and up to six (6) employee representatives. If agreed to by both
3158 parties, additional representatives may be added.

3159
3160 B. Participation

3161
3162 1. The Union will provide the Employer with the names of their committee
3163 members at least ten (10) calendar days in advance of the date of the
3164 meeting in order to facilitate the release of employees. The Employer will
3165 release employee representatives to attend committee meetings if their
3166 absences do not cause a disruption of work.

3167
3168 2. Pre-meetings will typically be for thirty (30) minutes; however, the parties
3169 may agree to longer pre-meeting times, not to exceed sixty (60) minutes.
3170 Employees attending pre-meetings during their work time will have no loss
3171 in pay. Attendance at pre-meetings during the employee's non-work time
3172 will not be compensated for nor be considered as time worked.

3173
3174 3. Employees attending pre-meetings and/or committee meetings during their
3175 work time and the employee has submitted a union paid release leave
3176 request to record the time will have no loss in pay. The Union is expected
3177 to notify committee members of this obligation. Attendance at meetings
3178 during employees' non-work time will not be compensated for nor be
considered as time worked.

3179
3180 4. The Union is responsible for paying any travel or per diem expenses of
employee representatives.

3181
3182 C. Meetings

3183
3184 All committee meetings will be regularly scheduled on mutually acceptable dates
3185 and times. A written list and description of agenda items will be exchanged by the
3186 parties seven (7) calendar days prior to the meeting date unless mutually agreed to
3187 otherwise. Each party may keep written records of meetings, including listing the
3188 topics discussed and the disposition of each. The parties may post or distribute
3189 their own records of the meetings. If the topics discussed require follow-up by
3190 either party, it will be documented and communication will be provided by the
3191 responsible party.

3192

3193 D. Scope of Authority

3194

3195 Committee meetings will be used for communications between the parties, to
3196 share information and to address concerns. The committee will have no authority
3197 to conduct any negotiations or modify any provision of this Agreement. The
3198 committee's activities and discussions will not be subject to the grievance
3199 procedure in Article 30, Grievance Procedure.
3200

3200

3201

ARTICLE 39
SENIORITY

3202

3203 **39.1 Definition**

3204 A. Seniority for classified employees will be defined as the employee's length of
3205 unbroken classified service.
3206

3206

3207 B. Adjustments

3208

3209 All time spent in leave without pay status will be deducted from the calculation of
3210 seniority based on the same proportional basis that their appointment bears to full-
3211 time appointment, except when the leave without pay is taken for:
3212

3212

3213

1. Military leave;

3214

2. Compensable work-related injury or illness leave;

3215

3. Governmental service leave;

3216

4. Legislative service leave;

3217

5. Reducing the effects of layoff;

3218

6. Cyclic employment leave;

3219

7. Union activities in accordance with Article 40.8;

3220

8. A temporary exempt appointment with the Employer in accordance with
3221 Article 19.2. H;

3221

3222

9. Temporary employment with the Union in accordance with Article 40.9 and
3223 40.11;

3223

3224

10. Formal contract negotiations in accordance with RCW 41.80; and/or

3225

11. Unpaid holidays for a reason of faith or conscience in accordance with
3226 Article 10.5.

3226

- 3227 C. Time spent on a temporary layoff or when an employee's work hours are reduced
3228 in accordance with Section 35.6 of Article 35, Layoff and Recall, will not be
3229 deducted from the calculation of seniority.
- 3230 D. Employees who are separated from state service due to layoff and are reemployed
3231 from a layoff list will not be considered to have a break in service and the time the
3232 employee is on the layoff list will be treated as leave without pay.
- 3233 E. For the purposes of layoffs, a maximum of five (5) years' credit will be added to
3234 the seniority of permanent employees who are veterans or to their unmarried
3235 widows or widowers, as provided for in RCW 41.06.133.
- 3236 F. For employees who are separated due to disability and are reemployed within two
3237 (2) years, in accordance with Article 34, Reasonable Accommodation and
3238 Disability Separation, the time between separation and reemployment will be
3239 treated as leave without pay and will not be considered a break in service.

3240 **39.2 Ties**

3241
3242 If two (2) or more employees have the same unbroken classified service date, ties will be
3243 broken in the following order:

- 3244 A. Longest continuous time within their current job classification;
- 3245 B. Longest continuous time with the Employer; and
- 3246 C. By lot.

3247 **39.3 Seniority List**

3248
3249 The Employer will prepare and post a seniority list. The list will be updated annually and
3250 will contain each employee's name, job classification and seniority date. Employees will
3251 have fourteen (14) calendar days in which to appeal their seniority date to Human Resource
3252 Services, after which time the date will be presumed correct. A copy of the seniority list
3253 will be provided to the Union at the time of posting.

3254
3255 **39.4 Application**

3256
3257 This Article will apply prospectively.

3258 **ARTICLE 40**
3259 **UNION ACTIVITIES**
3260

3261 **40.1 Representation**

3262 Upon request, an employee will have the right to representation at all levels on any matter
3263 adversely affecting the employee's conditions of employment. The exercise of this right
3264 will not unreasonably delay or postpone a meeting. Except as otherwise specified in this
3265 Agreement, representation will not apply to discussions with an employee in the normal
3266 course of duty, such as giving instructions, assigning work, informal discussions, delivery
3267 of paperwork, staff or work unit meetings or other routine communications with an
3268 employee.

3269 **40.2 Staff Representatives**

3270 A. The Union will provide the Employer with a written list of staff representatives and
3271 the bargaining unit for which they are responsible. The Union will provide written
3272 notice to the Employer of any changes within thirty (30) calendar days of the
3273 changes.

3274 B. Staff representatives may have access to the Employer's offices or facilities to carry
3275 out representational activities. The representatives will notify the Employer prior
3276 to their arrival and will not interrupt the normal operations of the Employer. The
3277 staff representative may meet with bargaining unit employees in non-work areas
3278 during the employee's meal periods, rest periods, and before and after the
3279 employee's shift.

3280 C. The Employer's written Board of Trustee or administrative policies pertaining to
3281 employees represented by the Union will be made available to staff representatives.

3282 **40.3 Union Stewards**

3283 A. Steward List

3284 The Union will provide the Employer with a written list of each current union
3285 steward. The Union will maintain the list. The Employer will not recognize an
3286 employee as a union steward if the employee's name does not appear on the list.

3287 B. Paid Release Time

3288 Union stewards will be granted a reasonable amount of time, as determined by the
3289 Employer, during their normal working hours to investigate and process grievances
3290 through Step 3 of the grievance process in accordance with Article 30, Grievance
3291 Procedure. In addition, union stewards will be released during their normal
3292 working hours to prepare for and attend meetings within the steward's bargaining
3293 unit and employer for the following representational activities:

3294 1. Management scheduled investigatory interviews and pre-disciplinary
3295 meetings, in accordance with Article 29, Discipline;

- 3296 2. Management scheduled new employee orientation, in accordance with
3297 Article 9, Training and Employee Development;
- 3298 3. Pre-meetings and Union-Management Communication Committees in
3299 accordance with Article 38, Union-Management Communication
3300 Committee; and
- 3301 4. Informal grievance resolution meetings, grievance meetings, mediation
3302 sessions, alternative dispute resolution meetings and arbitration hearings in
3303 accordance with Article 30, Grievance Procedure, and held during their
3304 work time.

3305 C. Notification and Reporting of Release Time

3306 The union steward must obtain approval from their supervisor before attending any
3307 meeting or hearing during their work hours. Such requests will not be unreasonably
3308 denied. All requests must include the approximate amount of time the steward
3309 expects the activity to take. Any Employer business requiring the union steward's
3310 immediate attention will be completed prior to attending the meeting or hearing.
3311 Union stewards must submit a union paid release leave request to record the time
3312 and will suffer no loss in pay for attending management scheduled meetings and
3313 hearings that are scheduled during the union steward's work time. Attendance at
3314 meetings or hearings during the union steward's non-work hours will not be
3315 considered as time worked. Union stewards cannot use state vehicles to travel to
3316 and from a work site in order to perform representational activities unless
3317 authorized by the Employer.

3318 If the amount of time a union steward spends performing representational activities
3319 is affecting their ability to accomplish assigned duties, the Employer will notify the
3320 Chief Steward and the Council Representative and may not release the employee.

3321 **40.4 Employees**

3322 A. Paid Release Time

3323 Employees will be provided a reasonable amount of time as determined by the
3324 Employer during their normal working hours to meet with the union steward and/or
3325 staff representative to process a grievance. In addition, employees must submit a
3326 union paid leave request to record the time and will be released during their normal
3327 working hours to prepare for and attend meetings or hearings scheduled by
3328 management for the following:

- 3329 1. Informal grievance resolution meetings, grievance meetings, alternative
3330 dispute resolution meetings, mediation sessions and arbitration hearings, in
3331 accordance with Article 30, Grievance Procedure, and held during the
3332 employee's work time;

3333 a. Subpoenaed Witnesses in an Arbitration

3334 When an employee is subpoenaed as a witness on behalf of the
3335 Union in an arbitration case, the employee may appear without loss
3336 of pay if the employee appears during their work time, providing the
3337 testimony given is related to their job function or involves matters
3338 they have witnessed, and is relevant to the arbitration case. Every
3339 effort will be made to avoid the presentation of repetitive witnesses.

3340 2. Management scheduled investigatory interviews and/or pre-disciplinary
3341 meetings, in accordance with Article 29, Discipline, and;

3342 3. Negotiations in accordance with Article 37, Mandatory Subjects.

3343 B. Notification and Report of Release Time

3344 An employee will obtain prior approval from their supervisor before attending any
3345 meeting or hearing. All requests must include the approximate amount of time the
3346 employee expects the activity to take. As determined by the supervisor, any
3347 Employer business requiring the employee's immediate attention must be
3348 completed prior to attending the meeting or hearing. Employees must submit a
3349 union paid release leave request to record the time and will suffer no loss in pay for
3350 attending management scheduled meetings and hearings that are scheduled during
3351 the employee's work time. Attendance at meetings or hearings during the
3352 employee's non-work hours will not be considered as time worked. An employee
3353 cannot use a state vehicle to travel to and from a worksite in order to attend a
3354 meeting or hearing unless authorized by the Employer.

3355 If the amount of time an employee spends attending meetings or hearings is
3356 affecting the employee's ability to accomplish their assigned duties, the Employer
3357 will not continue to release the employee and the Union will be notified.

3358 **40.5 Use of State Facilities, Resources, and Equipment**

3359 A. Meeting Space and Facilities

3360 The Employer's campuses and facilities may be used by the Union to hold meetings
3361 subject to the Employer's policy, availability of the space and with prior written
3362 authorization of the Employer.

3363 B. Supplies and Equipment

3364 The Union and employees will not use state-purchased supplies or equipment to
3365 conduct union business or representational activities. This does not preclude the
3366 use of the telephone for representational activities if there is no cost to the

3367 Employer, the call is brief in duration and it does not disrupt or distract from the
3368 Employer's business.

3369 C. E-mail, Fax Machines, the Internet, and Intranets

3370 The Union and employees will not use state-owned or operated e-mail, fax
3371 machines, the Internet, or intranets to communicate with one another regarding
3372 union business. However, employees may use state-owned email to request union
3373 representation. In addition, union representatives may use state owned/operated
3374 equipment to communicate with the affected employees and/or the Employer for
3375 the exclusive purpose of administration of this Agreement to include electronic
3376 transmittal of grievances and responses in accordance with Article 30, Grievance
3377 Procedure. It is the responsibility of the sending party to ensure the material is
3378 received. Such use will be in accordance with Washington state law and:

- 3379 1. Result in little or no cost to the Employer;
- 3380 2. Be brief in duration and frequency;
- 3381 3. Not interfere with the performance of their official duties;
- 3382 4. Not distract from the conduct of state business;
- 3383 5. Not disrupt other state employees and not obligate other employees to make
3384 a personal use of state resources;
- 3385 6. Not compromise the security or integrity of state information or software;
3386 and
- 3387 7. Not include general communication and/or solicitation with employees.

3388 D. The Union and its shop stewards will not use the above-referenced state equipment
3389 for union organizing, internal union business, advocating for or against the Union
3390 in an election or any other purpose prohibited by the Executive Ethics Board.
3391 Communication that occurs over state-owned equipment is the property of the
3392 Employer and may be subject to public disclosure.

3393 **40.6 Bulletin Boards and Newsstands**

3394 The Employer will maintain bulletin board(s) or space on existing bulletin boards currently
3395 provided to the Union for union communication. In bargaining units where no bulletin
3396 board or space on existing bulletin boards has been provided, the Employer will supply the
3397 Union with a board or space. Material posted on the bulletin board will be appropriate to
3398 the workplace, politically non-partisan, in compliance with state ethics laws and identified
3399 as union literature. If requested, the Employer will identify area(s) where Union provided
3400 newsstand(s) can be located. Union provided newsstand(s) must meet the Employer's

3401 campus standards. Union communications will not be posted or otherwise disseminated in
3402 any other location on the campus, except as provided in the Employer policy and in Section
3403 40.7 below.

3404 **40.7 Distribution of Material**

3405 A Union-designated employee will have access once per month to the worksite for the
3406 purposes of distributing Union information to other bargaining unit employees provided:

- 3407 A. The employee is on break time or off duty;
- 3408 B. The distribution does not disrupt the Employer's operation;
- 3409 C. The distribution will normally occur via desk drops or mailboxes as determined by
3410 the Associate Vice President for Human Resource Services or designee. In those
3411 cases where circumstances do not permit distribution by those methods, an
3412 alternative method will be mutually agreed upon; and
- 3413 D. The employee notifies Human Resource Services in advance of their intent to
3414 distribute information.

3415 **40.8 Time Off for Union Activities**

- 3416 A. Union-designated employees may be allowed time off without pay to attend union-
3417 sponsored meetings, training sessions, conferences, and conventions. The
3418 employees' time off will not interfere with the operating needs of the Employer as
3419 determined by management. If the absence is approved, the employees may use
3420 accumulated compensatory time, personal holiday, personal leave, or vacation
3421 leave instead of leave without pay. However, employees must use compensatory
3422 time prior to their use of vacation leave, unless the use would result in the loss of
3423 their vacation leave.
- 3424 B. The Union will give the Employer a written list of the names of the employees it is
3425 requesting attend the above-listed activities, at least fourteen (14) calendar days
3426 prior to the activity.
- 3427 C. Union-designated employees will be allowed time off for Master Agreement
3428 Negotiations team preparatory meetings in accordance with Article 40.12.

3429 **40.9 Temporary Employment With the Union**

3430 With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted
3431 leave without pay to accept temporary employment with the Union of a specified duration,
3432 not to exceed six (6) months, provided the employee's time off will not interfere with the
3433 operating needs of the Employer as determined by management. The parties may agree to
3434 an extension of leave without pay up to an additional six (6) months. The returning

3435 employee will be employed in a position in the same job classification and the same
3436 geographical area, as determined by the Employer.

3437 **40.10 Employer Committee Meetings**

3438 The Employer will continue its current practices requesting nominees from the Union to
3439 serve on Employer committees, where deemed appropriate. Time spent serving on
3440 Employer committees will be considered time worked.

3441 **40.11 WFSE Council President and Vice-President (if employed by the Employer)**

3442 A. Leave of Absence

3443 Upon request of the Union, the Employer will grant leave with pay for the WFSE
3444 Council President and Vice-President for the term of their office. The Union will
3445 give the Employer at least thirty (30) calendar days prior notice, unless otherwise
3446 agreed. The Union will reimburse the Employer for the “fully burdened costs of
3447 the positions” the Employer incurs as a result of placing the Council President and
3448 Vice-President on leave with pay during the period of absence. The Union will
3449 reimburse the Employer by the 20th of each month for the previous month.

3450 B. Leave Balances

3451 The President and Vice-President will accrue vacation and sick leave during the
3452 period of absence; however, when the President and Vice President return to state
3453 service their leave balances will not exceed the employee’s leave balances on the
3454 date the period of absence commenced. If the President or Vice-President retire or
3455 separate from state service at the end of the period of absence, the employee’s leave
3456 balances will not exceed their leave balances on the date the period of absence
3457 commenced. Reporting of leave will be submitted to the Employer. All leave
3458 requests will be submitted within the required time limits.

3459 C. Indemnification

3460 The Union will defend, indemnify and hold harmless the Employer for any and all
3461 costs including attorney’s fees, damages, settlements, or judgments, or other costs,
3462 obligations, or liabilities the Employer incurs as a result of any demands, claims,
3463 or lawsuits filed against the Employer arising out of or in relation to actions taken
3464 by the President or Vice-President, or their status as President and Vice President,
3465 during the period of absence.

3466 D. Return Rights

3467 The President and Vice-President will have the right to return to the same position
3468 or in another position in the same job classification and the same geographic area
3469 as determined by the Employer, provided such reemployment is not in conflict with
3470 other articles in this Agreement. The employee and the Employer may enter into a

3471 written agreement regarding return rights at the commencement of the leave. The
3472 period of leave will not impact the employee's seniority date.

3473 **40.12 Master Agreement Negotiations**

3474 A. Release Time

3475 1. The Employer will approve paid release time for up to ten (10) days of
3476 formal negotiations for up to eight (8) Union team members who are
3477 scheduled to work on the day formal negotiations are being conducted. The
3478 Union will give the Employer a written list of the names of the employees
3479 in accordance with Article 40.8. The union team member will obtain prior
3480 approval from their supervisor before attending formal negotiations and
3481 must submit master agreement negotiations leave to record the time. After
3482 ten (10) days of formal negotiations, the Union may request the parties meet
3483 and discuss additional paid release time for Union team members. If no
3484 agreement is reached for additional paid release time, for all remaining
3485 negotiation sessions, the Employer will approve compensatory time,
3486 vacation leave, personal holiday, personal leave or leave without pay, or at
3487 the discretion of the supervisor, an employee may be allowed to adjust their
3488 work hours. However, employees must use compensatory time prior to
3489 their use of vacation leave, unless the use would result in the loss of their
3490 vacation leave. No overtime or compensatory time will be incurred as a
3491 result of negotiations.

3492 2. For preparatory meetings occurring on days when formal negotiations are
3493 not scheduled, the Employer will approve Union team members' use of
3494 compensatory time, vacation leave, personal holiday, personal leave day, or
3495 leave without pay, or at the discretion of the supervisor an employee may
3496 adjust their work hours for negotiation preparation meetings.

3497 3. The Union will provide the Employer with names of the Union team
3498 members at least fourteen (14) calendar days in advance of formal
3499 negotiations and/or preparatory meetings unless the meeting is scheduled
3500 sooner, in which case the Union will notify the Employer as soon as
3501 possible.

3502 4. If the release from shift or adjustment to work hours for an employee creates
3503 unusual or significant coverage issues, the Employer will notify the Union's
3504 Chief Negotiator to discuss alternatives.

3505 5. Per diem and travel expenses will be paid by the WFSE for Union team
3506 members.

3507 B. Subject Matter Experts

3508 Either party may invite subject matter experts to present information during formal
3509 negotiations sessions when pertinent topics are under negotiations for a time period
3510 agreed to by the parties. The Union will provide the Employer with the names of
3511 the employee subject matter experts seven (7) calendar days prior to the identified
3512 negotiation session(s), unless mutually agreed otherwise. The Employer will
3513 release the Union-selected employee subject matter experts to attend formal
3514 negotiations if their absence(s) does not cause a disruption of work or impact
3515 operations. The Employer may approve compensatory time, vacation leave,
3516 personal holiday, personal leave, or leave without pay for the subject matter expert
3517 to attend negotiations sessions, or at the discretion of the supervisor an employee
3518 may adjust their work hours to present as a subject matter expert in negotiations.
3519 Attendance at the formal negotiation session(s) during the employee subject matter
3520 expert's non-work time will not be compensated for nor considered as time worked.

3521 C. Confidentiality/Media Communication

3522 Formal negotiation sessions will be closed to the press and the public unless agreed
3523 otherwise by the Chief Negotiators. No proposal will be placed on the parties'
3524 websites or other public places such as bulletin boards. The parties are not
3525 precluded from communicating with their respective constituencies about the status
3526 of negotiations while they are taking place. There will be no public disclosure or
3527 public discussion of the issues being negotiated until resolution is reached on all
3528 issues submitted for negotiations.

3529 **ARTICLE 41**

3530 **UNION DUES DEDUCTION AND STATUS REPORTS**

3531
3532 **41.1 Union Dues/Fees**

3533 A. Upon receipt of the employee's written authorization, the Employer will deduct
3534 from the employee's salary, an amount equal to the dues required to be a member
3535 of the Union. The Employer will provide payments for the deductions to the Union
3536 at the Union's official headquarters each pay period.

3537 B. Forty-five (45) calendar days prior to any change in dues, the Union will provide
3538 notice to the Employer of the percentage and maximum dues to be deducted from
3539 the employee's salary.

3540 **41.2 Notification to Employees**

3541 The Employer will inform, in writing, new, transferred, promoted, or demoted employees
3542 prior to appointment into positions included in the bargaining unit(s) of the Union's
3543 exclusive representation status. Upon appointment to a bargaining unit position, the
3544 Employer will furnish the employees with membership materials provided by the Union
3545 and a payroll deduction authorization form. The Employer will inform bargaining unit

3546 employees in writing, with a copy to the Union, if they are subsequently appointed to a
3547 position that is not in the bargaining unit.

3548 **41.3 Deduction Authorization**

3549 The Employer agrees to deduct an amount equal to the membership dues from the salary
3550 of employees who request such deduction in writing within thirty (30) days of the receipt
3551 of a properly completed request submitted to the appropriate payroll office. Such request
3552 will be made on a Union payroll deduction authorization card. The Employer will honor
3553 the terms and conditions of each employee's signed membership card.

3554 **41.4 Revocation**

3555 An employee may revoke their authorization for payroll deduction of payments to the
3556 Union by written notice to the Union in accordance with the terms and conditions of their
3557 signed membership card. Every effort will be made to end the deduction effective on the
3558 first payroll, and not later than the second payroll, after timely receipt by the Employer's
3559 payroll office of confirmation from the Union that the terms of the employee's signed
3560 membership card regarding dues deduction revocation have been met.

3561 **41.5 Voluntary Deduction**

3562 **A. PEOPLE (Public Employees Organized to Promote Legislative Equality)**

3563 The Employer agrees to deduct from the wages of any employee who is a member
3564 of the Union a PEOPLE deduction as provided for in a written authorization. Such
3565 authorization must be executed by the employee and may be revoked by the
3566 employee at any time by giving written notice to both the Employer and the Union.
3567 The Employer agrees to remit any deductions made pursuant to this provision to
3568 the Union no later than the 12th of the month following the payroll period from
3569 which it was deducted together with a report showing:

- 3570 1. Employee name;
- 3571 2. Unique employee system identification number; and
- 3572 3. Amount deducted

3573 The parties agree this Section satisfies the Employer's obligations and provides for
3574 the deduction authorized by RCW 41.04.230.

3575 **B. Trustmark Universal Life Insurance with Long Term Care**

3576 The Employer agrees to deduct from the wages of any employee who is a member
3577 of the Union a deduction for the Trustmark Universal Life Insurance with Long
3578 Term Care as provided for in a written authorization. Such authorization must be

3579 executed by the employee and may be revoked by the employee at any time by
3580 giving written notice to both the Employer and the Union. The Employer agrees to
3581 remit any deductions made to Trustmark to the Union no later than the 12th of the
3582 month following the payroll period from which it was deducted together with a
3583 report showing:

- 3584 1. Employee name;
- 3585 2. Unique employee system identification number;
- 3586 3. Amount deducted; and
- 3587 4. Deduction code.

3588 **41.6 Employee Status Reports**

3589 Each month, the Employer will provide the Union a list of all employees in the bargaining
3590 units. The electronic list will be sent to WFSE headquarters no later than the 12th of the
3591 month following the payroll period from which it was deducted.

3592 A. The Employer will report:

- 3593 1. Employee name;
- 3594 2. Permanent address;
- 3595 3. Work telephone number, if available;
- 3596 4. Job classification code and job title;
- 3597 5. Unique employee system identification number;
- 3598 6. Position number, if available;
- 3599 7. Employer code;
- 3600 8. Home department name, if available;
- 3601 9. Employee type;
- 3602 10. Seniority date;
- 3603 11. Employment date;
- 3604 12. Job percent of full;
- 3605 13. Total salary from which union dues/fees are calculated;

- 3606 14. Salary range and step;
- 3607 15. Union deduction code(s), if available, and amount(s);
- 3608 16. Work county code and name, if available;
- 3609 17. Bargaining unit code; and
- 3610 18. Whether an employee has been appointed to, separated from, or moved out
3611 of the bargaining units, and the effective date of such action.
- 3612 19. Overtime-exempt or overtime-eligible status.
- 3613 B. The Union will maintain the confidentiality of all employees' permanent, home
3614 and/or mailing addresses.

3615 **41.7 Indemnification**

3616 The Union agrees to indemnify and hold the Employer harmless from all claims, demands,
3617 suits or other forms of liability that arise against the Employer for or on account of
3618 compliance with this Article; any issues related to the deduction of dues and fees; and any
3619 issues related to Employee Status Reports, including reimbursement for any legal fees or
3620 expenses incurred in connection with such action. The Union will indemnify the Employer
3621 for any violation of employee privacy committed by the Union pursuant to this Article.

3622 **ARTICLE 42**
3623 **CLASSIFICATION**

3624
3625 **42.1 Classification Plan Revisions**

- 3626 A. The Employer will provide to the Union, in writing, any proposed changes to the
3627 classification plan including descriptions for newly created classifications. Upon
3628 request of the Union, the Employer will bargain, in accordance with Article 37,
3629 Mandatory Subjects, the effect(s) of a change to an existing class or newly proposed
3630 classification.
- 3631 B. The Employer will allocate or reallocate bargaining unit positions, including newly
3632 created positions, to the appropriate classification within the classification plan.
3633 The Employer will notify the union staff representative when a position is being
3634 reallocated to a job classification that is excluded from a bargaining unit covered
3635 by this Agreement.
- 3636 C. The Employer will maintain a position description for each position. As determined
3637 by the Employer, the position description will list the primary duties and
3638 responsibilities assigned to the position, skills and abilities, essential functions, and

3639 other job-related information. Upon request, the position description will be made
3640 available to the employee or to the Union.

3641 **42.2 Position Review**

3642 A. Employee-Initiated Review

3643 An individual employee who believes that the duties of his or her position have
3644 changed, or that their position is improperly classified, may request a review
3645 according to the following procedure:

3646 1. The employee and/or the employee's immediate supervisor will complete
3647 and sign the appropriate form.

3648 2. The employee or the supervisor will then send the completed form to
3649 Human Resource Services. Within five (5) days of receipt, Human
3650 Resource Services will notify the employee of the date the completed
3651 position review request form was received in their office. Human Resource
3652 Services will review the completed form and notify the employee of the
3653 decision regarding the appropriate classification within sixty (60) calendar
3654 days of the date the position review request was received in Human
3655 Resource Services.

3656 3. In the event the employee disagrees with the reallocation decision of the
3657 Employer, the employee may appeal the Employer's decision to the State
3658 Human Resources Director, in writing and with a copy to Human Resource
3659 Services, within thirty (30) calendar days of being provided the results of a
3660 position review or the notice of reallocation. The Director will then make
3661 a written determination, which will be provided to the employee.

3662 4. In accordance with the provisions of WAC 357-52, the employee or the
3663 Employer may appeal the determination of the Director to the Washington
3664 Personnel Resources Board, within thirty (30) calendar days of being
3665 provided the written decision of the Director. The board will render a
3666 decision which will be final and binding.

3667 5. The effective date of a reallocation resulting from an employee request for
3668 a position review is the date the request was filed with Human Resource
3669 Services.

3670 6. Decisions regarding appropriate classification will be reviewed in
3671 accordance with this Section and will not be subject to the grievance
3672 procedure specified in Article 30, Grievance Procedure.

3673 7. Positions will not be reallocated during the incumbent's probationary
3674 period.

3675 8. Temporary duty assignments in accordance with Article 43.5,
3676 Compensation, are excluded from this process.

3677 **42.3 Effect of Reallocation**

3678 A. Reallocation to a Class With a Higher Salary Range Maximum

3679 1. If the employee has performed the higher-level duties for at least six (6)
3680 months and meets the skills and abilities required of the position, the
3681 employee will remain in the position and retain existing appointment status.

3682 2. If the reallocation is the result of a change in the duties of the position and
3683 the employee has not performed the higher-level duties for at least six (6)
3684 months, the Employer must give the employee the opportunity to compete
3685 for the position if the employee possesses the required skills and abilities.
3686 If the employee is not selected for the position, or does not have the required
3687 skills and abilities, the layoff procedure specified in Article 35, Layoff and
3688 Recall, applies. If the employee is appointed, they must serve a trial service
3689 period.

3690 B. Reallocation to a Class with an Equal Salary Range Maximum

3691 1. If the employee meets the skills and abilities requirements of the position,
3692 the employee remains in the position and retains existing appointment
3693 status.

3694 2. If the employee does not meet the skills and abilities requirements of the
3695 position, the layoff procedure specified in Article 35, Layoff and Recall,
3696 applies.

3697 C. Reallocation to a Class with a Lower Salary Range Maximum

3698 1. If the employee meets the skills and abilities requirements of the position
3699 and chooses to remain in the reallocated position, the employee retains
3700 existing appointment status and has the right to be placed on the Employer's
3701 internal layoff list for the classification occupied prior to the reallocation.

3702 2. If the employee does not meet the skills and abilities requirements of the
3703 position, the layoff procedure specified in Article 35, Layoff and Recall,
3704 applies.

3705 **42.4 Salary Impact of Reallocation**

3706 An employee whose position is reallocated will have their salary determined as follows:

3707 A. Reallocation to a Class with a Higher Salary Range Maximum

3708 1. Upon appointment to the higher class, if the salary range for the higher class
3709 is less than six (6) ranges higher than the former class, the employee's base
3710 salary will be increased to a step of the range for the new class that is nearest
3711 to five percent (5.0%) higher than the amount of the pre-promotional step,
3712 or to the entry step of the new range, whichever is higher.

3713 2. If the salary range for the higher class is six (6) or more ranges higher than
3714 the former class, the employee's base salary will be increased to a step of
3715 the range for the new class nearest to ten percent (10.0%) higher than the
3716 amount of the pre-promotional step, or the entry step of the new range,
3717 whichever is higher.

3718 B. Reallocation to a Class with an Equal Salary Range Maximum

3719 The employee retains his or her previous base salary, or is moved to the entry step
3720 of the new range, whichever is higher.

3721 C. Reallocation to a Class with a Lower Salary Range Maximum

3722 The employee will be paid an amount equal to his or her current salary provided it
3723 is within the salary range of the new position. In those cases where the employee's
3724 current salary exceeds the maximum amount of the salary range for the new
3725 position, the employee will be compensated at the salary the employee was
3726 receiving prior to the reallocation downward, until such time as the employee
3727 vacates the position or the employee's salary falls within the new salary range.

- 3728 •
- 3729 • **General Salary Increase** – The parties agree to match and incorporate into the Article 43, Compensation, in
3730 Subsections 43.1 B, 43.1 C, 43.2 B, 43.2 C, 43.3 B and 43.3 C, and 43.4 B and 43.4 C, the general salary
3731 increase(s) achieved at the 2023-2025 WFSE General Government negotiations table.
- 3732 • **Step(s) Added to the Salary Schedule(s)** – The parties further agree to match and incorporate into Article
3733 43, Compensation, and the applicable Salary Schedules in the Appendix(es), any additional salary step(s)
3734 added to each respective Salary Schedule, and the parameters or conditions for receiving the additional salary
3735 step(s), that are achieved at the 2023-2025 WFSE General Government negotiations table.
- 3736 • **Shift Premium** – The parties further agree to match and incorporate into the Article 43, Compensation, in
3737 Subsection 43.18 A, the Shift Premium compensation achieved at the 2023-2025 WFSE General Government
3738 negotiations table. If the 2023-2025 WFSE General Government negotiations table fails to achieve a higher
3739 Shift Premium than currently contained in the 2021-2023 Agreement, Subsection 43.18 A language will
3740 remain status quo with the 2021-2023 Agreement language.
- 3741 • **Standby** – The parties further agree to match and incorporate into the Article 43, Compensation, in
3742 Subsection 43.19 C, the Standby compensation achieved at the 2023-2025 WFSE General Government
3743 negotiations table. If the 2023-2025 WFSE General Government negotiations table fails to achieve higher
3744 Standby compensation than currently contained in the 2021-2023 Agreement, Subsection 43.19 C language
3745 will remain status quo with the 2021-2023 Agreement language.
- 3746 • **Minimum Wage** -- The parties also agree to match and incorporate into Article 43, Compensation, in
3747 Subsections 43.1.E, the minimum wage adjustment and range adjustments achieved at the 2023-2025 WFSE

- 3748 General Government negotiations table.
3749 • **Salary and Other Compensation Adjustments** – The parties further agree to match and incorporate into
3750 Article 43, Compensation, applicable salary survey and/or classification specific compensation adjustments
3751 achieved at the 2023-2025 WFSE General Government negotiations table; and if fully funded by the State
3752 Legislature, any other applicable compensation adjustments achieved at the 2023-2025 WFSE General
3753 Government negotiations table into either Article 43 or by mutual agreement into another article
3754

3755 **ARTICLE 43**
3756 **COMPENSATION**
3757

3758 **43.1 General Service Pay Range Assignments**

- 3759 A. Effective July 1, 2023, each classification represented by the Union will continue
3760 to be assigned to the same salary range of the General Service Salary Schedule
3761 effective July 1, 2022 through June 30, 2023 , as shown in Appendix A.
3762
- 3763 B. Effective July 1, 2023, each employee will continue to be assigned to the same
3764 range and step of the General Service Salary Schedule that they were assigned on
3765 June 30, 2023. TBD
3766
- 3767 C. Effective July 1, 2024, all salary ranges and steps of the General Service Salary
3768 Schedule effective July 1, 2023 through June 30, 2024 will be increased by TBD
3769 percent (XX%), as shown in Appendix G. This salary increase is based on the
3770 General Service Salary Schedule in effect on June 30, 2024 and as show in
3771 Appendix A.
3772
- 3773 D. Employees who are paid above the maximum step for their assigned range on the
3774 effective date of the increase describe in Subsection C above, will not receive an
3775 increase to their current pay unless the new salary range encompasses their current
3776 rate of pay.
3777
- 3778 E. All employees earning a salary that is less than or equal to the state minimum wage
3779 will have their salaries adjusted each January in accordance with the state minimum
3780 wage act.
3781

3782 **43.2 SP Pay Range Assignments**

- 3783 A. Effective July 1, 2023, each classification represented by the Union will continue
3784 to be assigned to the same salary range of the SP Range Salary Schedule effective
3785 July 1, 2022 through June 30, 2023, as shown in Appendix B.
3786

3787 B. Effective July 1, 2023, each employee will continue to be assigned to the same
3788 range and step of the SP Range Salary Schedule that they were assigned on June
3789 30, 2023. –TBD

3790 C. Effective July 1, 2024, all salary ranges and steps of the SP Range Salary Schedule
3791 effective July 1, 2023 through June 30, 2024 will be increased by TBD (XX%), as
3792 shown in Appendix H. This salary increase is based on the SP Range Salary
3793 Schedule in effect on June 30, 2024 and as show in Appendix B.
3794

3795 D. Employees who are paid above the maximum step for their assigned range on the
3796 effective date of the increase describe in Subsection C above, will not receive an
3797 increase until the new salary range encompasses their current rate of pay.

3798 **43.3 N1 Pay Range Assignments**
3799

3800 A. Effective July 1, 2023, each classification represented by the Union will continue
3801 to be assigned to the same range and step of the N1 Range Salary Schedule effective
3802 July 1, 2022 through June 30, 2023, as shown in Appendix C.

3803 B. Effective July 1, 2023, each employee will continue to be assigned to the same
3804 range and step of the N1 Range Salary Schedule they were assigned on June 30,
3805 2023. TBD
3806

3807 C. Effective July 1, 2024, all salary ranges and steps of the N1 Range Salary Schedule
3808 effective July 1, 2023 through June 30, 2024 will be increased by TBD (XX%), as
3809 shown in Appendix I. This salary increase is based on the N1 Range Salary
3810 Schedule in effect on June 30, 2024 and as show in Appendix C.

3811 D. Employees who are paid above the maximum step for their range on the effective
3812 date of the increase describe in Subsection C above, will not receive an increase
3813 unless the new salary range encompasses their current rate of pay.
3814

3815 E. Step U
3816 Step U is designated as twenty-six (26) years of experience and employees will
3817 advance to Step U in accordance with Section 43.7, Period Increases.
3818

3819 **43.4 “IT” Professional Structure Pay Range Assignments**
3820

3821 A. Effective July 1, 2023, each classification represented by the Union will continue
3822 to be assigned to the same salary range of “IT” Range Salary Schedule effective
3823 July 1, 2022 through June 30, 2023.
3824

3825 B. Effective July 1, 2023, each employee will continue to be assigned to the same
3826 range and step of the “IT” Range Salary Schedule that they were assigned on June
3827 30, 2023 as shown in Appendix D. TBD
3828

3829 C. Effective July 1, 2024, all salary ranges and steps of the “IT” Range Salary
3830 Schedule effective July 1, 2023 through June 30, 2024 will be increased by TBD
3831 (XX%), as shown in Appendix J. This salary increase is based on the “IT” Range
3832 Salary Schedule in effect on June 30, 2024 and as show in Appendix D.
3833

3834 D. Employees who are paid above the maximum for their range on the effective date
3835 of the increase describe in Subsection C above will not receive an increase to their
3836 current pay unless the new range encompasses their current rate of pay.
3837

3838 **43.5** Compensation increases described in Subsection 43.1, Subsection 43.2, Subsection 43.3
3839 and Subsection 43.4 above will take effect only if they are deemed feasible by the Director of
3840 OFM, approved by the Legislature as provided in RCW 41.80, and fully funded by the
3841 State appropriations to the Employer. In the event that some or all of the compensation
3842 increases described in Subsection 43.1, Subsection 43.2, Subsection 43.3 and Subsection
3843 43.4 are not approved or fully funded, the parties will reopen negotiations to bargain a
3844 replacement provision. Nothing in this paragraph obligates either party to agree to any
3845 proposal.
3846

3847 **43.6 Pay for Performing the Duties of a Higher Classification**
3848

3849 Employees who are temporarily assigned the full scope of duties and responsibilities for
3850 more than fifteen (15) calendar days of a higher-level classification will be notified in
3851 writing and will be advanced to a step of the range for the new class that is nearest to five
3852 percent (5.0%) higher than the amount of the pre-promotional step. The Employer may
3853 grant a higher salary increase as provided in Subsection 43.8 C. The increase will become
3854 effective on the first day the employee was performing the higher-level duties.

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43.7 Establishing Salaries for New Employees and New Classifications

The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in Appendices A through D and Appendices G through J.

Upon request of the Union, the Employer will bargain the effects of a change to an existing class or newly proposed classification.

A. N1 Ranges

The salary of employees in classes requiring licensure, as a registered nurse, physician’s assistant or certified (PA-C) will be governed by the State N1 Range Salary Schedule.

1. An employee’s experience as a registered nurse (RN), physician’s assistant (PA-C) and/or licensed practical nurse (LPN), calculated as follows, will determine the placement of an employee on the proper step within an N1 range:

- a. RN and PA-C experience will be credited year for year.
- b. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA experience, for a maximum credit of five (5) years.

43.8 Periodic Increases

Periodic increases are provided as follows:

A. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and their periodic increase date is six (6) months from the date of hire. Thereafter, the employee will receive a two (2) step increase annually on their period increase date, until they reach the top of the pay range.

B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase to base salary following completion of twelve (12) months of service, and their periodic increase date is twelve (12) months from the date of hire. Thereafter, the employee will receive a two (2) step increase annually on their periodic increase date, until they reach the top of the pay range.

C. Once an employee’s period increase date is established, the period increase date remains the same unless:

- 3892 1. The employee is appointed to another position with a different salary range
3893 maximum. Upon this subsequent appointment, the provisions of 43.7 A and
3894 B of this section apply.
3895
3896 2. The periodic increase date is reset in accordance with 43.7 A and B of this
3897 section when an employee is rehired after a break in service.
3898
3899 D. Employees in classes that have pay ranges shorter than a standard range will receive
3900 their periodic increases at the same intervals as employees in classes with standard
3901 ranges in accordance with Subsections A and B, above.
3902
3903 E. The effective date of the periodic increase will be the first day of the month it is
3904 due.

3905 F. Employees hired before July 1, 2009 will retain their periodic increase date as of
3906 June 30, 2008.
3907

3908 **43.9 Salary Assignment Upon Promotion**

3909

- 3910 A. Employees promoted to a position in a class whose range is less than six (6) ranges
3911 higher than the range of the former class will be advanced to a step of the range for
3912 the new class that is nearest to five percent (5.0%) higher than the amount of the
3913 pre-promotional step.

3914 B. Employees promoted to a position in a class whose range is six (6) or more ranges
3915 higher than the range of the former class will be advanced to a step of the range for
3916 the new class that is nearest to ten percent (10.0%) higher than the amount of the
3917 pre-promotional step.
3918
3919 C. Recruitment, Retention, Other Business Needs or Geographic Adjustments

3920 The Employer may authorize more than the step increases specified in Subsections
3921 A and B, above, when there are recruitment, retention, or other business needs, as
3922 well as when an employee's promotion requires a change of residence to another
3923 geographic area to be within a reasonable commuting distance of the new place of
3924 work. Such an increase may not result in a salary greater than the range maximum.

3925 D. Promotions for Employees assigned to N1 Ranges

3926 1. Promotional increases for classes requiring licensure as a registered nurse
3927 (RN) or physician's assistant, certified (PA-C) (N1 ranges) are calculated
3928 in the manner described below.

3929 2. An employee who is promoted into or between classes which have pay
3930 range N1 will advance to the step in the new range, as shown in the N1

3931 Range Salary Schedule, as described in Section 43.3, which represents the
3932 greater of (a), (b) or (c) below.

3933 a. Placement on the step which coincides with the employee's total
3934 length of experience as a registered nurse (RN), physician's
3935 assistant, certified (PA-C) and/or licensed practical nurse (LPN).
3936 Experience will be credited as follows:

3937 i. RN and PA-C experience will be credited year for year.

3938 ii. Up to ten (10) years LPN experience will be credited at the
3939 rate of two (2) years LPN experience equals one (1) year of
3940 RN or PA-C experience, for a maximum credit of five (5)
3941 years.

3942 Or

3943 b. Placement on the step of the new range that is nearest to a minimum
3944 of five percent (5.0%) higher than the amount of the pre-
3945 promotional step. The Employer may authorize more than a five
3946 percent (5.0%) increase, but the amount must be on a step within the
3947 salary range for the class.

3948 Or

3949 c. The Employer will advance an employee who is promoted under any
3950 one or more of the following conditions to the step of the range for
3951 the new class that is nearest to a minimum of ten percent (10.0%)
3952 higher than the amount of the pre-promotional step. The Employer
3953 may authorize more than a ten percent (10.0%) increase, but the
3954 amount must be on a step within the salary range for the class.

3955 i. When the employee is promoted to a class whose base range
3956 is six (6) or more ranges higher than the base range of the
3957 employee's former class.

3958 ii. When the employee is promoted over an intervening class in
3959 the same class series.

3960 iii. When the employee is promoted from one (1) class series to
3961 a higher class in a different series and over an intervening
3962 class in the new series, which would have represented a
3963 promotion.

- 3964 iv. When an employee’s promotion requires a change of
3965 residence to another geographic area to be within a
3966 reasonable commuting distance of the new place of work.
3967

3968 **43.10 Salary Adjustments**
3969

3970 The Employer may increase an employee’s step within the salary range to address issues
3971 related to recruitment, retention or other business needs. Such an increase may not result
3972 in a salary greater than the range maximum.
3973

3974 **43.11 Demotion**
3975

3976 An employee who voluntarily demotes to another position with a lower salary range
3977 maximum will be placed in the new range at a salary equal to the employee’s previous base
3978 salary. If the previous base salary exceeds the new range, the employee’s base salary will
3979 be set equal to the new range maximum.
3980

3981 **43.12 Transfer**

3982 A transfer is defined as an employee-initiated move of an employee from one position to
3983 another position within the Employer in the same class (regardless of assigned range) or a
3984 different class with the same salary range maximum. Transferred employees will retain
3985 their current base salary. If the previous base salary exceeds the new range, the employee’s
3986 base salary will be set to the new range maximum.

3987 **43.13 Reassignment**
3988

3989 Reassignment is defined as an employer-initiated move of an employee within the
3990 Employer from one position to another in the same class or a different class with the same
3991 salary range maximum. Upon reassignment, an employee retains their current base salary.
3992

3993 **43.14 Reversion**
3994

3995 Reversion is defined as voluntary or involuntary movement of an employee during the trial
3996 service period to the class in which the employee most recently held permanent status, or
3997 movement to a class in the same or lower salary range. Upon reversion, the base salary the
3998 employee was receiving prior to promotion will be reinstated.
3999

4000 **43.15 Elevation**
4001

4002 Elevation is defined as restoring an employee to the higher classification, with permanent
4003 status, which was held prior to being granted a demotion or to a class that is between the
4004 current class and the class from which the employee was demoted. Upon elevation, an

4005 employee's salary will be determined in the same manner that is provided for promotion
4006 in Section 43.8, above.
4007

4008 **43.16 Part-Time Employment**
4009

4010 Monthly compensation for part-time employment will be prorated based on the ratio of
4011 hours worked to hours required for full-time employment. In the alternative, part-time
4012 employees may be paid the appropriate hourly rate for all hours worked.
4013

4014 **43.17 Callback**
4015

4016 A. When an overtime-eligible employee has left the Employer grounds and is called
4017 to return to the work station outside of regularly scheduled hours to handle
4018 emergency situations that could not be anticipated, the employee will receive three
4019 (3) hours penalty pay plus time actually worked. The penalty pay will be
4020 compensated at the regular rate. Time worked will be in accordance with Article
4021 7, Hours of Work, and Article 8, Overtime.
4022

4023 B. Time worked by an overtime-eligible employee immediately preceding the regular
4024 shift does not constitute callback, provided time worked does not exceed two (2)
4025 hours or notice of at least eight (8) hours has been given.
4026

4027 C. An employee who is receiving standby pay is not entitled to callback penalty pay
4028 if required to return to work after departing the worksite or is directed to report to
4029 duty prior to the starting time of the employee's next scheduled work shift.
4030

4031 **43.18 Shift Premium**
4032

4033 A. Shift premium for employees assigned to a shift in which a majority of time worked
4034 daily or weekly is between 5:00 p.m. and 7:00 a.m. will be one dollar (\$1.00) per
4035 hour.
4036

4037 B. Shift premium will be paid for the entire daily or weekly shift, which qualifies under
4038 Subsection A above. Shift premium may also be computed and paid at the above
4039 monthly rate for employees permanently assigned to a qualifying afternoon or night
4040 shift.
4041

4042 C. An employee assigned to a shift that qualifies for shift premium pay will receive
4043 the same shift premium for authorized periods of any paid leave or holidays.
4044

4045 D. When an employee is regularly assigned to an afternoon or evening shift that
4046 qualifies for shift premium, the employee will receive shift premium pay during
4047 temporary assignment, not to exceed five (5) working days, to a shift that does not
4048 qualify for shift premium.

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43.19 Standby

- A. An overtime-eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:
 - 1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home.
 - 2. The Employer requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
- B. Standby status will not be concurrent with work time.
- C. Employees on standby status will be compensated at a rate of one dollar and fifty cents (\$1.50) an hour or seven percent (7.0%) of their hourly base salary, whichever is greater, for time spent in standby status.

43.20 Relocation Compensation

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:
 - 1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or
 - 2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.
- B. If the employee receiving the relocation payment terminates or causes termination of their employment with the Employer within one (1) year of the date of employment, the Employer will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

43.21 Salary Overpayment Recovery

- A. When the Employer has determined that an employee has been overpaid wages, the Employer will provide written notice, via certified mail, to the employee that will include the following items:

- 4091 1. The amount of the overpayment;
4092 2. The basis for the claim; and
4093 3. The rights of the employee under the terms of this Agreement.
4094

4095 B. Method of Payback
4096

4097 The employee must choose one (1) of the following options for paying back the
4098 overpayment:
4099

- 4100 1. Voluntary wage deduction;
4101 2. Cash; or
4102 3. Check.
4103

4104 The employee will have the option to repay the overpayment over a period of time
4105 equal to the number of pay periods during which the overpayment was made. The
4106 employee and the Employer may agree to make other repayment arrangements.
4107 The payroll deduction to repay the overpayment will not exceed five percent (5.0%)
4108 of the employee's disposable earnings in a pay period. However, the Employer and
4109 employee can agree to an amount that is more than the five percent (5.0%).
4110

4111 If the employee fails to choose one (1) of the three (3) options described above
4112 within the timeframe specified in the Employer's written notice of overpayment,
4113 the Employer will deduct the overpayment owed from the employee's wages over
4114 a period of time equal to the number of pay periods during which the overpayment
4115 was made.
4116

4117 Any overpayment amount still outstanding at separation of employment will be
4118 deducted from the earnings of the final pay period.
4119

4120 C. Appeal Rights
4121

4122 Any dispute concerning the occurrence or amount of the overpayment will be
4123 resolved through the grievance procedure in Article 30, Grievance Procedure.
4124

4125 **43.22 Special Pay Salary Ranges**
4126

4127 State Human Resources may adopt special pay salary ranges for positions based upon pay
4128 practices found in private industry or other governmental units. Current special pay
4129 practices at the Employer will continue.
4130

4131 **43.23 Assignment Pay**
4132

4133 Assignment pay is a premium added to the base salary and is intended to be used only as
4134 long as the skills, duties or circumstances it is based on are in effect. The Employer may

4135 grant assignment pay to a position to recognize specialized skills, assigned duties, and/or
4136 unique circumstances that exceed the ordinary. The Employer determines which positions
4137 qualify for the premium, as shown in Appendix E.
4138

4139 **43.24 Multilingual/Sign Language/Braille Premium Pay**

4140
4141 Whenever a classified position has a bona fide requirement for regular use of competent
4142 skills in more than one language, and/or sign language (AMESLAN), and/or Braille, the
4143 Employer will authorize premium pay of two (2) steps above the level normally assigned
4144 for that position, except for those instances where the position is allocated to a class that
4145 specifies these skills.
4146

4147 **43.25 Dependent Care Salary Reduction Plan**

4148
4149 The Employer agrees to maintain the current dependent care salary reduction plan that
4150 allows eligible employees, covered by this Agreement, the option to participate in a
4151 dependent care reimbursement program for work-related dependent care expenses on a
4152 pretax basis as permitted by federal tax law or regulation.
4153

4154 **43.26 Pretax Health Care Premiums**

4155
4156 The Employer agrees to provide eligible employees with the option to pay for the employee
4157 portion of health premiums on a pretax basis as permitted by federal tax law or regulation.
4158

4159 **43.27 Medical/Dental Expense Account**

4160
4161 The Employer agrees to allow insurance eligible employees, covered by the Agreement, to
4162 participate in a medical and dental expense reimbursement program to cover co-payments,
4163 deductibles and other medical and dental expenses, if employees have such costs, or
4164 expenses for services not covered by health or dental insurance on a pretax basis as
4165 permitted by federal tax law or regulation.
4166

4167 **43.28 Voluntary Separation Incentives – Voluntary Retirement Incentives**

4168
4169 The Employer will have the discretion to participate in a Voluntary Separation Incentive
4170 Program or a Voluntary Retirement Incentive Program, if such programs are provided for
4171 in the 2021–2023 operating budget. Such participation must be in accordance with the
4172 program guidelines adopted by the Office of the State Human Resources Director, Office
4173 of Financial Management and the Department of Retirement Systems, following
4174 consultation with the Office of Financial Management. Program incentives or offering of
4175 such incentives are not subject to the grievance procedure.

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4181 Refer to separate coalition agreement on Health Care Benefits Amounts by the State of
4182 Washington and the Coalition of Unions (Appendix F).

4183

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ARTICLE 45
VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATIONS (VEBAS)

4185 In accordance with state and federal law, the Employer and employees in bargaining units may
4186 agree to form a VEBA (tax-free medical spending accounts) funded by the retiree's sick leave cash
4187 out. A VEBA of employees covered by this Agreement will be implemented only by written
4188 agreement with the Union.

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4192 **46.1** The Employer and the Union recognize that family life has a significant impact upon
4193 employees' work lives. The Employer agrees to provide employees with access to the
4194 Employer's existing childcare center(s) on the same basis as presently provided. The
4195 Employer will prioritize families who already have a child enrolled, then student parents,
4196 then faculty and staff, and finally community families.

4197

4198

46.2 The Employer will notify the Union as soon as possible of any changes in employee access to the Employer's existing childcare center(s).

4199

4200

ARTICLE 47
EMPLOYEE LOUNGE FACILITIES

4201 **47.1** The Employer will designate employee lounge facilities apart from work areas. The lounge
4202 facilities will be maintained in a clean and safe manner.

4203

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4205

47.2 Adequate lunchrooms, breakrooms, private lactation rooms, washrooms and toilet facilities will be provided and available for use by employees. All designated breakrooms will include table and chairs. The facilities will not normally be used for any other purpose.

4206

47.3 Upon request, the Employer will endeavor to provide storage for personal items.

4207 **ARTICLE 48**

4208 **STRIKES**

4209 Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform
4210 his or her official duties.

4211 **ARTICLE 49**

4212 **CONTRACTING**

4213 The Employer will determine which services will be subject to competitive contracting in
4214 accordance with RCW 41.06.142, Department of Enterprise Services WAC 200-320, and Office
4215 of the State Human Resources Director, Office of Financial Management WAC 357-43. Nothing
4216 in this Agreement will constitute a waiver of the Union's right to negotiate a mandatory subject in
4217 association with Employer's right to engage in competitive contracting.
4218

4219 **ARTICLE 50**

4220 **SHARED SERVICES**

4221 The Union and the Employer acknowledge that there may be instances where the Employer might
4222 be able to expand operations and provide services to other state agencies or institutions of higher
4223 education. It is further acknowledged that such expansion may have a beneficial impact on the
4224 Employer and may mitigate the impacts of budgetary constraints. The Employer will consider
4225 proposals submitted to them from the Union. This article may be grieved only up to the final
4226 internal step of the grievance procedure.
4227

4228 **ARTICLE 51**

4229 **ENTIRE AGREEMENT**

4230
4231 **51.1** This Agreement constitutes the entire agreement and any past practice or agreement
4232 between the parties prior to July 1, 2007, whether written or oral, is null and void, unless
4233 specifically preserved in this Agreement.
4234

4235 **51.2** With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in
4236 part, by its provisions.
4237

4238 **51.3** This Agreement supersedes specific provisions of Employer policies with which it
4239 conflicts.
4240

4241 **51.4** During the negotiations of the Agreement, each party had the unlimited right and
4242 opportunity to make demands and proposals with respect to any subject or matter
4243 appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly
4244 waives the right and will not be obligated to bargain collectively, during the term of this
4245 Agreement, with respect to any subject or matter referred to or covered in this Agreement.

4246 Nothing herein will be construed as a waiver of the Union's collective bargaining rights
4247 with respect to matters that are mandatory subjects/topics under the law.
4248

4249 **ARTICLE 52**
4250 **SAVINGS CLAUSE**

4251 If any court or administrative agency of competent jurisdiction finds any article, section or portion
4252 of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in
4253 full force and effect. If such a finding is made, the parties agree to make themselves available to
4254 negotiate a substitute for the invalid article, section or portion. Negotiations will begin within
4255 thirty (30) calendar days of the request.
4256

4257 **ARTICLE 53**
4258 **DISTRIBUTION OF AGREEMENT**

4259 The Employer will post the Agreement electronically on the Employer's website and provide a
4260 copy to the Union in electronic format. The Union will be responsible for the distribution of the
4261 Agreement to its membership. The Employer will be responsible for ensuring managers and
4262 supervisors have access to the Agreement.
4263

4264 **ARTICLE 54**
4265 **TERM OF AGREEMENT**

4266 **54.1** All provisions of this Agreement will become effective July 1, 2023, and will remain in
4267 full force and effect through June 30, 2025; however, in accordance with RCW 41.80.090,
4268 if this Agreement expires while negotiations between the Union and the Employer are
4269 underway for a successor Agreement, the terms and conditions of this Agreement will
4270 remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter,
4271 the Employer may unilaterally implement according to law.
4272

4273 **54.2** Either party may request negotiations of a successor Agreement by notifying the other party
4274 in writing no sooner than January 1, 2024 and no later than January 31, 2024. In the event
4275 that such notice is given, negotiations will begin at a time agreed upon by the parties.
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Appendix A
General Service Salary Schedule
Effective July 1, 2023 through June 30, 2024

PLACEHOLDER

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Appendix B
General Service Salary Schedule
Effective July 1, 2024 through June 30, 2025

PLACEHOLDER

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Appendix C
SP Range Salary Schedule
Effective July 1, 2023 through June 30, 2024

PLACEHOLDER

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Appendix D
SP Range Salary Schedule
Effective July 1, 2024 through June 30, 2025

PLACEHOLDER

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Appendix E
N1 Range Salary Schedule
Effective July 1, 2023 through June 30, 2024

PLACEHOLDER

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Appendix F
N1 Range Salary Schedule
Effective July 1, 2024 through June 30, 2025

PLACEHOLDER

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Appendix G
IT Range Salary Schedule
Effective July 1, 2023 through June 30, 2024

PLACEHOLDER

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Appendix H
IT Range Salary Schedule
Effective July 1, 2024 through June 30, 2025

PLACEHOLDER

**APPENDIX I
ASSIGNMENT PAY**

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Assignment Pay (AP) is a premium added to base salary and is intended to be used only as long as the skills, duties or circumstances it is based on are in effect. The “premium” is stated in ranges or a specific dollar amount. If stated in ranges, then number of ranges would be added to the base range of the class. The “reference number” indicates the specific conditions for which AP is to be paid. Group B indicates those assigned duties granted AP which are not class specific as defined by the Washington Compensation Plan.

| GROUP B | | |
|------------------------------|----------------|-------------------|
| Assigned Duty | Premium | Reference# |
| Asbestos Workers (Certified) | 4 ranges | 20 |
| Dual Language Requirement | 2 ranges | 18 |

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REFERENCE #18: Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one (1) or more foreign languages, American Sign Language, or Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus two (2) additional ranges.

REFERENCE #20: Basic salary plus four (4) ranges for certified asbestos workers while they are required to wear and change into or out of full-body protective clothing and pressurized respirator.

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Appendix J
Health Care Benefits Amounts

Placeholder

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**Memorandum of Understanding
Between
The Evergreen State College And
The Washington Federation of State Employees Classified Employees
Communications Officer Compensation**

4419 The Parties agree to match and incorporate in Article 43, Compensation, applicable targeted
4420 classification job adjustments identified for the Communications Officer class series by
4421 Washington State Office of Financial Management during the 2019-2021 collective bargaining.

4422

| Code | Title | Range |
|------|--------------------------|-------|
| 451E | Communications Officer | 43SP |
| 451F | Communications Officer 1 | 45SP |
| 451G | Communications Officer 2 | 49SP |
| 451H | Communications Officer 3 | 53SP |
| 451I | Communications Officer 4 | 57SP |

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**Memorandum of Understanding
Between
The Evergreen State College (Evergreen)
And
The Washington Federation of State Employees (WFSE)
Classified Employees**

Nonpermanent Appointments/Employment

The Parties recognize that HB 2669 was enacted by the Washington State Legislature in 2018, potentially affecting some temporary and classified positions subject to this agreement. Therefore, Evergreen and the WFSE agree to meet and confer to address these legislative changes regarding nonpermanent appointments/employment after the Washington Public Employment Relations Commission (PERC) issues an order clarifying the bargaining unit(s). Both parties agree to commence scheduling negotiations within thirty (30) calendar days of PERC's decision.

This agreement becomes effective on the date of signature by both Parties.

4475 THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE
4476 TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

4477
4478
4479
4480 Executed this _____ of _____, 20____.

4481
4482
4483 For the Washington Federation of State Employees:

4484
4485
4486
4487 _____ /s/
4488 **Kurt Spiegel**
4489 WFSE Executive Director

_____ /s/
Ron Heley
Chief Negotiator

4492
4493 _____ /s/
4494 Abdul Asmath

_____ /s/
Eric Lakewold

4497
4498 _____ /s/
4499 Scot Lamb

_____ /s/
Daniel Mountain

4501
4502
4503 _____ /s/
4504 Julie Rahn

_____ /s/
Zachary Young

4506
4507
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4511 For The Evergreen State College:

4512
4513
4514
4515 _____ /s/
4516 John Carmichael
4517 President, The Evergreen State College

_____ /s/
Karen Fraser
Chair, Board of Trustees

4518