

PREAMBLE

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

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

**ARTICLE 1
UNION RECOGNITION**

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

A. Non-Supervisory Classified, 9218

B. Supervisory, Classified, 10252

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

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

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

**ARTICLE 2
NON-DISCRIMINATION**

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

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

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

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

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

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

ARTICLE 3

WORKPLACE BEHAVIOR

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

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

3.3 Retaliation against employees who make a workplace behavior complaint and witnesses 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.

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

4.2 Types of Appointment

A. Regular Employment

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

B. Cyclic Year Employment

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

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

C. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration or when a classified employee is on approved leave without pay to accept a temporary exempt appointment with the Employer in accordance with Article 19.2 H. The Employer will notify the employees, in writing, of the expected ending date of the project employment.
2. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will

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

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

- a. Promote to another job classification within the project; or
- b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.

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

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

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

D. In-Training Employment

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

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

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

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

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

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

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

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

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

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

E. Other Employment

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

1. Maintain their established periodic increment date in accordance with Article 43.7;
2. Accrue vacation leave in accordance with Article 11.3; and

3. Have reemployment rights in accordance with Article 19.4.

4.3 Employee Status

A. Classified Service

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

B. Job Classification

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

4.4 Certification of Applicants

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

4.5 Review Periods

A. Probationary Period

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

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

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

3. The Employer will extend a full-time employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service. Employees working less than full-time will have their probationary period extended, on a day-for-a-day basis, on the same proportional basis that their appointment bears to full-time appointment. When an employee's probationary period is extended, the Employer will provide written notice indicating the basis for the extension and attendance, training, and performance expectations, if applicable.
4. An employee who transfers, promotes or voluntarily demotes prior to completing their initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 4.5 A.1, unless adjusted by the Employer for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, or who moves to a different position within their current job classification that requires different skills and abilities will serve a trial service period of six (6) consecutive months. Employees in an in-training appointment will follow the provisions of Article 4.2 D. The Employer may extend the trial service period for an individual employee or for all employees in a class as long as the extension does not cause the total trial service period to exceed twelve (12) months.
2. Any employee serving a trial service period will have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service. When an employee's trial service period is extended, the Employer will provide written notice indicating the basis for the extension and attendance, training, and performance expectations, if applicable.
3. With three (3) working days' written notice by the Employer, an employee who does not successfully complete their trial service period will be offered a funded position that is:
 - a. Vacant and is within the trial service employee's previously held job classification; or
 - b. Vacant at or below the employee's previous salary range.

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

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

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

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

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

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

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

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

C. Transition Review Period

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

ARTICLE 5
TEMPORARY APPOINTMENTS

5.1 Temporary Appointments

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

A. Individuals in temporary appointments are:

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

B. Represented Individuals

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

5.2 Compensation

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

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

5.3 Hours of Work and Overtime

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

5.4 Work on a Holiday

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

5.5 Paid Sick Leave

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

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

5.6 Release Time for Interviews

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

5.7 Suspended Operations

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

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

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

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

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

5.8 Remedial Action

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

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

5.9 Privacy and Off-Duty Conduct

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

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

5.10 Reasonable Accommodation

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

5.11 Other Provisions

The following Articles in this Agreement apply to represented individuals:

Article 2 Non-Discrimination

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

Article 20 Safety and Health

Article 21 Uniforms, Tools and Equipment

Article 22 Drug and Alcohol Free Workplace

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

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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.

30.3 C, Step 2 applies in its entirety.

30.3 C, Step 3 applies in its entirety.

30.3 C, Step 4 applies only for the Pre-Arbitration Review Meeting and is the final step in the grievance process.

30.4 Applies in its entirety.

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

ARTICLE 6 PERFORMANCE EVALUATION

6.1 Objective

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

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

6.2 Evaluation Process

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

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

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

ARTICLE 7 HOURS OF WORK

7.1 Definitions

A. Full-time Employees

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

B. Overtime-Eligible Employees

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

C. Overtime-Exempt Employees

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

D. Part-time Employees

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

E. Work Schedules

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

F. Work Shift

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

G. Workday

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

H. Workweek

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

7.2 Determination

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

7.3 Overtime-Eligible Employees

A. Work Schedules

1. Regular Work Schedules

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

2. Alternate Work Schedules

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

B. Schedule Changes

1. Temporary Schedule Changes

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

2. Permanent Schedule Changes

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

3. Emergency Schedule Changes

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

4. Employee-Requested Schedule Changes

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

C. Home Phone Calls

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

D. Shift Bidding Within Building Services and Police Dispatch

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

1. Components of Shift Bid Request

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

2. Submittal and Withdrawal of Bids

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

3. Refusal of Shift Bid Request

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

- a. The employee has documented attendance or performance problems.
- b. The employee has been awarded a bid within the last six (6) months. The six (6) month period will begin on the first day the employee is assigned to the new shift.

4. Reassignment from a Bid Position

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

7.4 Workload

- A. If an employee believes their workload is not achievable within the worktime authorized by the Employer, the employee may seek the assistance of their immediate supervisor. The immediate supervisor is responsible for providing the employee with direction and guidance that may include the setting of priorities, adjustment of work, or other actions that will assist the employee in the accomplishment of their work assignments.
- B. If the employee still has workload concerns after discussions with their immediate supervisor, the employee may raise these concerns to their appointing authority or designee.

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

7.5 Overtime-Eligible Employees Unpaid Meal Periods

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

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

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

7.7 Overtime-Eligible Employees Rest Periods

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

7.8 Overtime-Eligible Employees - Positive Time Reporting

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

7.9 Overtime-Exempt Employees

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

- A. The Employer determines the products, services, and standards which must be met by overtime-exempt employees.
- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
- C. The salary paid to overtime-exempt employees is full compensation for all hours worked.
- D. Overtime-exempt employees are not authorized to receive any form of overtime compensation, formal or informal.
- E. The appointing authority or their designee may approve overtime exempt employee absences with pay for extraordinary or excessive hours worked, without charging leave.
- F. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.
- G. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

ARTICLE 8 OVERTIME

8.1 Definitions

A. Overtime

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

B. Overtime Rate

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

C. Work

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

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

D. Work for overtime purposes does not include:

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

8.2 Overtime Eligibility and Compensation

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

8.3 General Provisions

- A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the employees required to perform the work, and the duration of the work.
- B. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently working. In the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime. The supervisor will give as much advance notice as possible to employees and consider an employee's personal and family needs prior to requiring overtime. There will be no pyramiding of overtime.
- C. If an employee was not offered overtime for which the employee was qualified, the employee will be offered the next available overtime opportunity for which they are qualified.

8.4 Compensatory Time for Overtime-Eligible Employees

A. Compensatory Time Eligibility

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

B. Maximum Compensatory Time

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

C. Compensatory Time Use

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

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

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

D. Compensatory Time Cash Out

1. All compensatory time must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor will contact the employee to review the employee's schedule. The employee's compensatory time balance will be cashed out at their regular rate of pay every June 30th or when the employee separates from the Employer. The Employer may continue its current practice with respect to compensatory time cash out when the employee transfers to another position.
2. As an exception to 8.4 D.1 above, an appointing authority or their designee may allow an employee to carry forward up to twenty-four (24) hours of compensatory time past June 30th when the compensatory time was earned during the months of May and June and the employee's workload does not allow them to take time off.

ARTICLE 9

TRAINING AND EMPLOYEE DEVELOPMENT

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

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

9.3 Master Agreement Training

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

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

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

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

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

9.4 Training and Professional Development Opportunities

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

9.5 Educational Benefits

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

A. Tuition Waivers

1. Space –Available Tuition Waiver

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

2. Employee 50% Operating Fee Tuition Waiver

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

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

B. Release Time

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

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

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

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

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

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

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

**ARTICLE 10
HOLIDAYS**

10.1 Paid Holidays

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.

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

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

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

G. Holidays that Fall on a Saturday or Sunday

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

H. Holiday that Spans Two (2) Calendar Days

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

10.4 Personal Holidays

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

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

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

1. The employee has given at least ten (10) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.
2. The number of employees choosing a specific day off allows an Employer 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.

10.5 Unpaid Holidays for a Reason of Faith or Conscience

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

- A. Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization in accordance with RCW 1.16.050.
- B. The employee may select the days on which the employee desires to take the two (2) unpaid holidays after consultation with the Employer. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.
- C. The employee's unpaid holiday for a reason of faith or conscience must be used in full workday increments and is equivalent to the employee's work shift on the day selected for the unpaid holiday.
- D. A permanent or probationary employee who is on an unpaid holiday for reasons of faith and conscience on a work shift preceding a paid holiday, as designated in Article 10.1, will receive holiday pay for the designated holiday.
- E. The employee's seniority date, probationary review period, trial service period or transition review period will not be affected by leave without pay taken for a reason of faith or conscience.
- F. The employee will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

**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 (HELSA) 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.

ARTICLE 12
SICK LEAVE

12.1 Sick Leave Accrual

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

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

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

C.

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

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

12.2 Sick Leave Use

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

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

B. Care of family members as allowed under RCW 49.46.210 and as required by the Family Care Act, WAC 296 130. Family members includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco 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.

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

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

12.4 Restoration of Vacation Leave

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

12.5 Sick Leave Reporting, Certification, and Verification

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

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

12.6 Sick Leave Annual Cash Out

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

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

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

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

12.7 Sick Leave Separation Cash Out

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

12.8 Reemployment

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

12.9 Carry Forward and Transfer

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

ARTICLE 13 SHARED LEAVE

13.1 Shared Leave

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

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

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

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.

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

B. For purposes of the leave sharing program, the following definitions apply:

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.

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.

13.2 Shared Leave Receipt

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

- A. The employee -

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;

3. Vacation leave or personal holiday if the employee qualifies under Subsections 13.2 A.3 or 13.2 A.4; or

4. Personal holiday and compensatory time if the employee qualifies under Subsection 13.2 A.5.

E. The employee has abided by the Employer's policy regarding:

1. Sick leave use if the employee qualifies under Subsections 13.2 A.1, 13.2 A.4 and 13.2 A.5; or

2. Military leave if the employee qualifies under Subsection 13.2 A.2.

G. The employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under Subsection 13.2 A.1.

13.3 Shared Leave Use

A. The Employer will determine the amount of leave, if any, that an employee may receive. However, the Employer may not prevent an employee from using leave intermittently or on nonconsecutive days so long as the leave has not been returned under RCW 41.04.665(10) and Subsection 13.5 F below.

However, an employee will not receive more than five hundred twenty-two (522) days of shared leave during total state employment. The Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because the employee is suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature.

An employee receiving industrial insurance wage replacement benefits may not receive greater than twenty-five percent (25%) of their base salary from the receipt of shared leave.

B. The Employer will require the employee to submit, prior to approval or disapproval:

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

2. Verification of child birth or placement of adoption or foster care, or a 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

H. The receiving employee will be paid their regular rate of pay; therefore, the value of one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary.

I. Eight (8) hours a month of accrued and/or shared leave may be used to provide for the continuation of benefits as provided for by the Public Employee's Benefit Board.

J. The Employer will respond in writing to shared leave requests within fourteen (14) calendar days of receipt of a properly completed request.

13.4 Leave Donation

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

A. The Employer approves the employee's request to donate a specified amount of vacation leave to an employee authorized to receive shared leave; and

1. The full-time employee's request to donate leave will not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated; and

2. Employees may not donate excess vacation leave that they would not be able to take due to an approaching anniversary date; except when the request for vacation leave was denied and the vacation leave was deferred.

B. The Employer approves the employee's request to donate a specified amount of sick leave to an employee authorized to receive shared leave. The employee's request to donate leave will not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.

C. The Employer approves the employee's request to donate all or part of their personal holiday to an employee authorized to receive shared leave.

1. That portion of a personal holiday that is accrued, donated as shared leave, and then returned during the same calendar year to the donating employee, may be taken by the donating employee in full-day increment.

2. An employee will be allowed to split the personal holiday only when donating a portion of the personal holiday to the shared leave program.

D. No employee may be intimidated, threatened, coerced, or financially induced into 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.

G. Unused shared leave may not be cashed out but will be returned to the donors per Subsection 13.5 F, above.

H. An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave that they used.

I. If a shared leave account is closed and an employee later has the need to use shared leave due to the same condition listed in the closed account, the Employer must approve a new shared leave request for the employee.

13.6 Shared Leave under Governor's Proclamation 20-05

A. Duration of this Provision

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

B. Eligibility

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

C. Shared Leave Receipt

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

1. Verifying the nature of the condition; and
2. The expected duration of the condition.

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

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

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

D. Shared Leave Use

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

E. Shared Leave Donation

Subsection 13.4 applies in its entirety.

F. Shared Leave Administration

Subsection 13.5 applies in its entirety.

**ARTICLE 14
SHARED LEAVE POOLS**

14.1 Foster Parent Shared Leave Pool

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

14.2 Uniformed Service Shared Leave Pool

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

14.3 Veterans In-State Service Shared Leave Pool

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

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

14.5 This Article is not subject to the grievance procedure.

**ARTICLE 15
FAMILY AND MEDICAL LEAVE**

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

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child.
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work.
3. Family medical leave to care for a spouse, son, daughter, parent or state registered domestic partner as defined by RCW 26.60.020 and RCW 26.60.030 who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner will not be counted towards the twelve (12) workweeks of FMLA.
4. Family medical leave for a qualifying exigency when the employee's spouse, child of any age or parent is on active call to active duty status in the Armed Forces, Reserves or National Guard for deployment to a foreign country.

Qualifying exigencies include attending certain military events, arranging 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

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

ARTICLE 16

WORK-RELATED INJURY OR ILLNESS

Compensable Work-Related Injury or Illness Leave

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

ARTICLE 17

SUSPENDED OPERATIONS

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

17.2 Emergency Personnel

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

17.3 Required Personnel

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

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

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

17.4 Non-Required Personnel

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

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

1. Vacation leave;

2. Personal holiday;

3. Personal Leave;

4. Accrued compensatory time (where applicable);

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

6. Leave without pay; or

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

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

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

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

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

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

18.5 Witness/Subpoena

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

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

18.6 Life-Giving Procedures and Blood and Plasma Donation

A. Lifegiving Procedures

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

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

B. Blood, Platelets and/or Plasma Donation

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

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

18.7 Personal Leave

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

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

1. The employee has given at least ten (10) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.
2. The number of employees choosing a specific day off allows the Employer to continue its work efficiently and not incur overtime.
3. For positions requiring backfill, the release from duty will not cause an increase in costs due to the need to provide coverage for the employee's absence.

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

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

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

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

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

- 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.

ARTICLE 20

SAFETY AND HEALTH

20.1 The Employer, employee and Union have a significant responsibility for workplace safety and health.

A. The Employer will provide a work environment in accordance with safety and health standards established by the Washington Industrial Safety and Health Act (WISHA).

B. Employees will comply with all safety and health practices and standards established by the Employer.

C. The Union will work cooperatively with the Employer on safety and health related matters and encourage employees to work in a safe manner.

20.2 Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. Employees may additionally contact a Union steward. The Employer will address reported unsafe working conditions and take appropriate action. All parties will comply with WAC 296-360-150 regarding unsafe work assignments and/or conditions that a reasonable person would conclude could create a real danger of death or serious injury.

20.3 The Employer will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. The Employer will repair or replace employer provided safety items if out-of-date, or damaged/worn beyond usefulness in the normal course of business. The Employer will provide employees with orientation and/or training to perform their jobs safely. In addition, if necessary, training will be provided to employees on the safe operation of equipment prior to use.

20.4 The Employer will form a joint safety committee, in accordance with WISHA requirements, at each work location where there are eleven (11) or more employees. Meetings will be conducted in accordance with WAC 296-800-13020. The committee will be known as the Safety and Health Committee. The committee will consider workplace safety and health issues affecting employees. Employee participation in joint safety committee meetings held during the employee's work time will be considered time worked. Employees may request work schedule adjustments to participate. No overtime or compensatory time will be paid as a result of participation in joint safety committee meetings held during the employee's non-work hours. Any employee has the right to bring a workplace health and safety concern to the joint safety committee. Committee recommendations will be forwarded to the appropriate appointing authority for review and 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.

ARTICLE 23

TRAVEL

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

ARTICLE 24

COMMUTE TRIP REDUCTION AND PARKING

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

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

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

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

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

ARTICLE 25

LICENSURE AND CERTIFICATION

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

25.2 Employees will notify their appointing authority or designee if their work-related license 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.

ARTICLE 28

PRIVACY AND OFF-DUTY CONDUCT

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

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

ARTICLE 29

DISCIPLINE

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

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

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

29.4 The Employer has the authority to conduct investigations.

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

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

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

29.6 An employee placed on an alternate assignment during an investigation will not be 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

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

30.2 Terms and Requirements

A. Grievance Definition

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

B. Filing a Grievance

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

C. Computation of Time

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

D. Failure to Meet Timelines

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

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)**

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

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

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

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

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

OR

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

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

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

a. Later introduced as evidence;

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

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

Step 5: Arbitration

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

D. Selecting an Arbitrator

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

E. Authority of the Arbitrator

1. The arbitrator will:

- a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- b. Be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
- c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;
- d. Not have the authority to order the Employer to modify staffing levels or to direct staff to work overtime.

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

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

F. Arbitration Costs

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

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

30.4 Successor Clause

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

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

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

ARTICLE 31 LEGAL DEFENSE

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

ARTICLE 32

EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE 33

EMPLOYEE FILES

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

ARTICLE 34

REASONABLE ACCOMMODATION AND 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.

ARTICLE 35
LAYOFF AND RECALL

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

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

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

The Employer will explore options including reduction of hourly employees.

35.2 Basis for Layoff

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

35.3 Voluntary Layoff, Leave of Absence or Reduction in Hours

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

35.4 Involuntary Reduction or Increase in Hours

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

35.5 Probationary Employees

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

35.6 Temporary Layoff – Employer Option

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

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

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

1. Be paid any leave balance; except, if the layoff is not due to loss of funding or revenue shortfall, upon request, an employee will be paid for accrued vacation leave up to the equivalent of the employee's regular work schedule for the duration of the layoff;
2. Bump to any other position; or
3. Be placed on a layoff register.

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

35.7 Layoff Units

- A. A layoff unit is defined as the entity or administrative/organizational unit within the Employer used for determining the available options for employees who are being laid off.
- B. The layoff unit(s) for The Evergreen State College are:
1. Project employment
 2. All other WFSE classified.
- C. Positions with multiple funding sources will be placed in the appropriate "all other" layoff unit.

35.8 Skills and Abilities

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

35.9 Options within the Layoff Unit

- A. Employees will be laid off in accordance with seniority, as defined in Article 39, Seniority. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. The Employer may require updated information from the employee regarding the employee's current skills and abilities. Employees being laid off will be provided one (1) option within the layoff unit in descending order of salary range and one (1) progressively lower level at a time:
1. A funded vacant position for which the employee has the skills and abilities, within the employee's current job classification.
 2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within the employee's current job classification.
 3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as the employee's current permanent position, within a job classification in which the employee has held permanent status or, at the

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

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

1. Options will be provided in descending order of salary range and one (1) progressively lower level at a time based on comparable funded positions. Vacant positions will be offered prior to filled positions.
2. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position based on the employee's work history and completed IT Assessment Form. The Employer may require updated information from the employee regarding their current skills and abilities.
3. Employees being laid off will be provided one (1) option within the layoff unit:
 - a. A funded vacant position within their current permanent job family level for which the employee has the skills and abilities.
 - b. A funded vacant position within another job family and level at the same salary range for which the employee has the skills and abilities.
 - c. A funded filled position held by the least senior employee within their current permanent job family and level for which the employee has the skills and abilities.
 - d. A funded filled position held by the least senior employee within another job family and level within the same salary range as their current permanent job family and level for which the employee has the skills and abilities.
 - e. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status or, at the employee's written request, to a lower classification within a job classification within a job classification series that the employee has held permanent status, even if the employee has not held permanent status in the lower job classification.

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

35.10 Institution-wide Options

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

35.11 Notification to Permanent Employees

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

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

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

35.15 Project Employment

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

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

ARTICLE 36 MANAGEMENT RIGHTS

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

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

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

C. Direct and supervise employees;

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

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

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

G. Determine or consolidate the location of operations, offices, work sites, including 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

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

37.3 Release Time

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

ARTICLE 38

UNION-MANAGEMENT COMMUNICATION COMMITTEE

38.1 Purpose

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

38.2 Committees

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

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

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

A. Composition

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

B. Participation

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

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

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

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

C. Meetings

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

D. Scope of Authority

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

ARTICLE 39
SENIORITY

39.1 Definition

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

B. Adjustments

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

1. Military leave;
2. Compensable work-related injury or illness leave;
3. Governmental service leave;
4. Legislative service leave;
5. Reducing the effects of layoff;
6. Cyclic employment leave;
7. Union activities in accordance with Article 40.8;
8. A temporary exempt appointment with the Employer in accordance with Article 19.2. H;
9. Temporary employment with the Union in accordance with Article 40.9 and 40.11;
10. Formal contract negotiations in accordance with RCW 41.80; and/or
11. Unpaid holidays for a reason of faith or conscience in accordance with Article 10.5.

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

40.1 Representation

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

40.2 Staff Representatives

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

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

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

40.3 Union Stewards

A. Steward List

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

B. Paid Release Time

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

1. Management scheduled investigatory interviews and pre-disciplinary 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

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

40.12 Master Agreement Negotiations

A. Release Time

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

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

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

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

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

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
3533 **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.

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

42.3 Effect of Reallocation

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

1. If the employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the Employer must give the employee the opportunity to compete for the position if the employee possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 35, Layoff and Recall, applies. If the employee is appointed, they must serve a trial service period.

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

1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.
2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35, Layoff and Recall, applies.

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

1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation.
2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35, Layoff and Recall, applies.

42.4 Salary Impact of Reallocation

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

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

General Government negotiations table.

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

ARTICLE 43 COMPENSATION

43.1 General Service Pay Range Assignments

- Effective July 1, 2023, each classification represented by the Union will continue to be assigned to the same salary range of the General Service Salary Schedule effective July 1, 2022 through June 30, 2023 , as shown in Appendix A.
- Effective July 1, 2023, each employee will continue to be assigned to the same range and step of the General Service Salary Schedule that they were assigned on June 30, 2023. TBD
- Effective July 1, 2024, all salary ranges and steps of the General Service Salary Schedule effective July 1, 2023 through June 30, 2024 will be increased by TBD percent (XX%), as shown in Appendix G. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2024 and as show in Appendix A.
- Employees who are paid above the maximum step for their assigned range on the effective date of the increase describe in Subsection C above, will not receive an increase to their current pay unless the new salary range encompasses their current rate of pay.
- All employees earning a salary that is less than or equal to the state minimum wage will have their salaries adjusted each January in accordance with the state minimum wage act.

43.2 SP Pay Range Assignments

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

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.

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

E. Step U

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

43.4 “IT” Professional Structure Pay Range Assignments

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

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

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

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

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

43.6 Pay for Performing the Duties of a Higher Classification

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

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:

1. The employee is appointed to another position with a different salary range maximum. Upon this subsequent appointment, the provisions of 43.7 A and B of this section apply.

2. The periodic increase date is reset in accordance with 43.7 A and B of this section when an employee is rehired after a break in service.

D. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges in accordance with Subsections A and B, above.

E. The effective date of the periodic increase will be the first day of the month it is due.

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

43.9 Salary Assignment Upon Promotion

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

B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10.0%) higher than the amount of the pre-promotional step.

C. Recruitment, Retention, Other Business Needs or Geographic Adjustments

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

D. Promotions for Employees assigned to N1 Ranges

1. Promotional increases for classes requiring licensure as a registered nurse (RN) or physician's assistant, certified (PA-C) (N1 ranges) are calculated in the manner described below.

2. An employee who is promoted into or between classes which have pay 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.

- iv. When an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.

43.10 Salary Adjustments

The Employer may increase an employee's step within the salary range to address issues related to recruitment, retention or other business needs. Such an increase may not result in a salary greater than the range maximum.

43.11 Demotion

An employee who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to the employee's previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

43.12 Transfer

A transfer is defined as an employee-initiated move of an employee from one position to another position within the Employer in the same class (regardless of assigned range) or a different class with the same salary range maximum. Transferred employees will retain their current base salary. If the previous base salary exceeds the new range, the employee's base salary will be set to the new range maximum.

43.13 Reassignment

Reassignment is defined as an employer-initiated move of an employee within the Employer from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains their current base salary.

43.14 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class in which the employee most recently held permanent status, or movement to a class in the same or lower salary range. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

43.15 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an

employee's salary will be determined in the same manner that is provided for promotion in Section 43.8, above.

43.16 Part-Time Employment

Monthly compensation for part-time employment will be prorated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

43.17 Callback

- A. When an overtime-eligible employee has left the Employer grounds and is called to return to the work station outside of regularly scheduled hours to handle emergency situations that could not be anticipated, the employee will receive three (3) hours penalty pay plus time actually worked. The penalty pay will be compensated at the regular rate. Time worked will be in accordance with Article 7, Hours of Work, and Article 8, Overtime.
- B. Time worked by an overtime-eligible employee immediately preceding the regular shift does not constitute callback, provided time worked does not exceed two (2) hours or notice of at least eight (8) hours has been given.
- C. An employee who is receiving standby pay is not entitled to callback penalty pay if required to return to work after departing the worksite or is directed to report to duty prior to the starting time of the employee's next scheduled work shift.

43.18 Shift Premium

- A. Shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 p.m. and 7:00 a.m. will be one dollar (\$1.00) per hour.
- B. Shift premium will be paid for the entire daily or weekly shift, which qualifies under Subsection A above. Shift premium may also be computed and paid at the above monthly rate for employees permanently assigned to a qualifying afternoon or night shift.
- C. An employee assigned to a shift that qualifies for shift premium pay will receive the same shift premium for authorized periods of any paid leave or holidays.
- D. When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift premium, the employee will receive shift premium pay during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify for shift premium.

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:

1. The amount of the overpayment;
2. The basis for the claim; and
3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

The employee must choose one (1) of the following options for paying back the overpayment:

1. Voluntary wage deduction;
2. Cash; or
3. Check.

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the Employer may agree to make other repayment arrangements. The payroll deduction to repay the overpayment will not exceed five percent (5.0%) of the employee's disposable earnings in a pay period. However, the Employer and employee can agree to an amount that is more than the five percent (5.0%).

If the employee fails to choose one (1) of the three (3) options described above within the timeframe specified in the Employer's written notice of overpayment, the Employer will deduct the overpayment owed from the employee's wages over a period of time equal to the number of pay periods during which the overpayment was made.

Any overpayment amount still outstanding at separation of employment will be deducted from the earnings of the final pay period.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 30, Grievance Procedure.

43.22 Special Pay Salary Ranges

State Human Resources may adopt special pay salary ranges for positions based upon pay practices found in private industry or other governmental units. Current special pay practices at the Employer will continue.

43.23 Assignment Pay

Assignment pay is a premium added to the 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 Employer may

grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium, as shown in Appendix E.

43.24 Multilingual/Sign Language/Braille Premium Pay

Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one language, and/or sign language (AMESLAN), and/or Braille, the Employer will authorize premium pay of two (2) steps above the level normally assigned for that position, except for those instances where the position is allocated to a class that specifies these skills.

43.25 Dependent Care Salary Reduction Plan

The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by federal tax law or regulation.

43.26 Pretax Health Care Premiums

The Employer agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by federal tax law or regulation.

43.27 Medical/Dental Expense Account

The Employer agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by federal tax law or regulation.

43.28 Voluntary Separation Incentives – Voluntary Retirement Incentives

The Employer will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for in the 2021–2023 operating budget. Such participation must be in accordance with the program guidelines adopted by the Office of the State Human Resources Director, Office of Financial Management and the Department of Retirement Systems, following consultation with the Office of Financial Management. Program incentives or offering of 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).

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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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ARTICLE 46
CHILDCARE CENTER

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 **46.2** The Employer will notify the Union as soon as possible of any changes in employee access
4198 to the Employer's existing childcare center(s).

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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 **47.2** Adequate lunchrooms, breakrooms, private lactation rooms, washrooms and toilet facilities
4204 will be provided and available for use by employees. All designated breakrooms will
4205 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.

ARTICLE 48

STRIKES

Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her official duties.

ARTICLE 49

CONTRACTING

The Employer will determine which services will be subject to competitive contracting in accordance with RCW 41.06.142, Department of Enterprise Services WAC 200-320, and Office of the State Human Resources Director, Office of Financial Management WAC 357-43. Nothing in this Agreement will constitute a waiver of the Union's right to negotiate a mandatory subject in association with Employer's right to engage in competitive contracting.

ARTICLE 50

SHARED SERVICES

The Union and the Employer acknowledge that there may be instances where the Employer might be able to expand operations and provide services to other state agencies or institutions of higher education. It is further acknowledged that such expansion may have a beneficial impact on the Employer and may mitigate the impacts of budgetary constraints. The Employer will consider proposals submitted to them from the Union. This article may be grieved only up to the final internal step of the grievance procedure.

ARTICLE 51

ENTIRE AGREEMENT

51.1 This Agreement constitutes the entire agreement and any past practice or agreement between the parties prior to July 1, 2007, whether written or oral, is null and void, unless specifically preserved in this Agreement.

51.2 With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

51.3 This Agreement supersedes specific provisions of Employer policies with which it conflicts.

51.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement.

Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

ARTICLE 52

SAVINGS CLAUSE

If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion. Negotiations will begin within thirty (3) calendar days of the request.

ARTICLE 53

DISTRIBUTION OF AGREEMENT

The Employer will post the Agreement electronically on the Employer's website and provide a copy to the Union in electronic format. The Union will be responsible for the distribution of the Agreement to its membership. The Employer will be responsible for ensuring managers and supervisors have access to the Agreement.

ARTICLE 54

TERM OF AGREEMENT

54.1 All provisions of this Agreement will become effective July 1, 2023, and will remain in full force and effect through June 30, 2025; however, in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

54.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2024 and no later than January 31, 2024. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

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

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

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

**Memorandum of Understanding
Between
The Evergreen State College And
The Washington Federation of State Employees Classified Employees
Communications Officer Compensation**

The Parties agree to match and incorporate in Article 43, Compensation, applicable targeted classification job adjustments identified for the Communications Officer class series by Washington State Office of Financial Management during the 2019-2021 collective bargaining.

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

**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.

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE
TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this _____ of _____, 20____.

For the Washington Federation of State Employees:

_____/s/_____
Kurt Spiegel
WFSE Executive Director

_____/s/_____
Ron Heley
Chief Negotiator

_____/s/_____
Abdul Asmath

_____/s/_____
Eric Lakewold

_____/s/_____
Scot Lamb

_____/s/_____
Daniel Mountain

_____/s/_____
Julie Rahn

_____/s/_____
Zachary Young

For The Evergreen State College:

_____/s/_____
John Carmichael
President, The Evergreen State College

_____/s/_____
Karen Fraser
Chair, Board of Trustees