

**ARTICLE 1**  
**UNION RECOGNITION**

**1.1** The State and the Employer recognize the Union as the exclusive bargaining representative for the employees described in [Appendix A](#).

**1.2** This Agreement covers the employees in the bargaining units described in [Appendix A](#), entitled “Bargaining Units Represented by the Washington Federation of State Employees – Community Colleges,” but does not cover any statutorily-excluded positions, or any positions excluded in [Appendix A](#). The titles of the jobs listed in [Appendix A](#) are listed 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 in any of the Employer’s institutions of higher education, the terms of this Agreement will apply.

**TENTATIVE AGREEMENT REACHED**

**FOR THE UNION:**

James Dannen

September 21, 2022      **DATE**

**JAMES DANNEN**

**FOR THE EMPLOYER:**

Janetta Sheehan

September 20, 2022      **DATE**

**JANETTA SHEEHAN**

**ARTICLE 2**  
**NON-DISCRIMINATION**

**2.1** Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, as defined by [RCW 49.60.040](#), creed, national origin, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, genetic information, pregnancy, status as a victim of domestic violence, sexual assault or stalking, citizenship or immigration status, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.

**2.2** Employees who feel they have witnessed or 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.

**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, Office

1 of Civil Rights, or the Equal Employment Opportunities Commission.

2 **TENTATIVE AGREEMENT REACHED**

3 **FOR THE UNION:**

4 *James Dannen*

5 September 21, 2022 **DATE**

6 **JAMES DANNEN**

7

**FOR THE EMPLOYER:**

*Janetta Sheehan*

September 20, 2022 **DATE**

**JANETTA SHEEHAN**

**ARTICLE 4**  
**HIRING AND APPOINTMENTS**

**4.1 Filling Positions**

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The Employer can fill a position on a full-time or part-time basis. Consideration will be limited to employees who have the skills and abilities required for the position. Positions will be posted for at least ten (10) calendar days.

**4.2 Certification of Applicants**

A. The Employer will determine the number of applicants to be certified to the hiring official for consideration. When filling the positions, the Employer will appoint the most senior employee on the appropriate internal layoff list with the required skills and abilities who had indicated an appropriate geographic availability for the position.

If there are no names on the internal layoff list, the Employer will consider internal promotional candidates, employees who are requesting a transfer or voluntary demotion, and qualified ~~part-time hourly or~~ non-permanent appointee candidates prior to considering other candidates. If there are internal candidates who meet the skills and abilities required for the position, the Employer will offer them an interview. ~~to at least two (2) transfer or voluntary demotion candidates with the skills and abilities required for the position.~~

B. An internal promotional candidate is an employee who applies for appointment with their college/district to a class with a higher salary range maximum.

- 1 C. A transfer candidate is an employee who applies for appointment with their  
2 college/district to a position in the same class, same class on a different shift  
3 or to a different class with the same salary range maximum.
- 4 D. A voluntary demotion candidate is an employee who applies for  
5 appointment with their college/district to a class with a lower salary range  
6 maximum.
- 7 E. A qualified ~~part time hourly~~ or non-permanent appointee candidate is a  
8 part-time hourly or non-permanent appointee who has applied for an open  
9 position and who meets the skills and abilities for the position.
- 10 F. Interested internal promotions, transfers, voluntary demotions and ~~part time~~  
11 ~~hourly~~ or non-permanent appointees may apply by following the application  
12 process on the posted announcement. Consideration will be limited to  
13 employees who have the skills and abilities required for a position.
- 14 G. Each Employer will establish a posting process that takes into consideration  
15 employee accessibility issues to electronic and hard copy notifications, as  
16 well as geographical issues.

#### 17 4.3 Types of Appointment

18 A. Regular Employment

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

21 B. Cyclic Year Employment

22 The Employer may fill a position with a cyclic year appointment for  
23 positions scheduled to work less than twelve (12) full months each year, due  
24 to known, recurring periods in the annual cycle when the position is not  
25 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. If the employee has disciplinary action(s) in their personnel file within the previous six (6) months of the offer, or there is pending implementation of a disciplinary action, the employee may or may not be offered the work. 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, with the necessary skills and abilities, in order of seniority, before being filled by other means.

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. 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. Non-permanent Employment

1. The Employer may make classified non-permanent appointments to fill in for the absence of a permanent employee, during a workload peak, while recruitment is being conducted, or to reduce the possible effects of a layoff, ~~or when the nature of the work occurs at irregular intervals or is sporadic and does not fit a particular pattern.~~ Non-permanent appointments will not exceed eighteen (18) ~~twenty-four~~ ~~(24)~~ months. A non-permanent appointee must have the skills and abilities required for the position, will be assigned to an official Washington State Human Resources job classification, and paid on the General Service Salary Schedule. The Employer ~~may choose to fill the position without recruitment and without posting the position, or through a competitive process that includes posting the position.~~ is not required to use a competitive process before making

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a non-permanent appointment. ~~A one business day break in service  
between non-permanent appointments is allowed.~~

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2. A permanent employee who accepts a non-permanent appointment within their college will have the right to return to their position in the college or to a position in the permanent classification they left at the completion of the non-permanent appointment, provided the employee has not left the original non-permanent appointment, or unless the original supervisor agrees otherwise.

3. The Employer may convert a non-permanent appointment into a permanent appointment if the Employer used a competitive process to fill the non-permanent appointment. In such circumstances the employee will serve a probationary or trial service period ~~upon conversion~~. Time spent in a non-permanent appointment will count towards the probationary or trial service period if the position duties remain the same.

4. The Employer may end a non-permanent appointment at any time with one (1) working days' notice to the employee.

5. The separation of a non-permanent employee will not be subject to the grievance procedure in [Article 30](#).

E. 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 (UMCC) meeting prior to implementation.



- 1                   2.     A candidate who is initially hired into an in-training position must  
2                               successfully complete the job requirements of the appointment. The  
3                               Employer may separate from classified service any employee who  
4                               has completed the probationary period for an in-training  
5                               appointment but does not successfully complete the subsequent trial  
6                               service periods required by the in-training program. Employees who  
7                               are not successful may be separated at any time with one (1) working  
8                               days' notice from the Employer.

9                               If the Employer fails to provide one (1) working days' notice, the  
10                              separation will stand and the employee will be entitled to payment  
11                              of salary for up to one (1) working day, which the employee would  
12                              have worked had notice been given. Under no circumstances will  
13                              notice deficiencies result in an employee gaining status in the in-  
14                              training position. The separation of an employee will not be subject  
15                              to the grievance procedure in [Article 30](#).

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

22                              If the Employer fails to provide three (3) working days' notice, the  
23                              reversion will stand and the employee will be entitled to payment of  
24                              the difference in salary for up to three (3) working days, which the  
25                              employee would have worked at the higher level if notice had been  
26                              given. Under no circumstances will notice deficiencies result in an  
27                              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 in prior to their in-training appointment, in accordance with Subsections 4.5 B.4 and 4.5 B.5 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.

#### **4.4 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, [Subsection 4.3 E](#) will govern when permanent status is attained.

An employee who is newly hired in a classified position will be required to serve a probationary period, regardless of whether or not they have held permanent status at another college district or agency. However, unless the employee has a break-in-service between appointments, they will have continuous or unbroken classified service for the purpose of seniority, leave

and any article in this bargaining agreement that refers to continuous or unbroken service.

**B. Job Classification**

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

**4.5 Review Periods**

**A. Probationary Period**

1. Every permanent employee, whether part-time or full-time, following their initial appointment to a permanent position, will serve a probationary period of six (6) consecutive months. The Employer may extend the initial 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) consecutive months. Employees will be provided with an explanation for the extension.

2. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period ~~upon conversion~~. However, the Employer will credit time worked in the non-permanent appointment toward completion of the probationary period per [Subsection 4.3 D.3](#).

3. 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.

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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](#).

4. The Employer will extend an 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, ~~or temporary reduction of work hours under Article 35.5 B, and C.~~

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5. 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, or reallocation pursuant to Article 42.3(A)(2)~~ into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. The Employer may extend the

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1 initial trial service period for an individual employee or for all  
2 employees in a class as long as the extension does not cause the total  
3 trial service period to exceed twelve (12) consecutive months. If the  
4 Employer extends an individual employee's trial service period, the  
5 Employer will provide the employee with written reasons for the  
6 extension. Employees in an in-training appointment will follow the  
7 provisions outlined in [Subsection 4.3 E.](#)

8 2. If the Employer converts the status of a non-permanent appointment  
9 to a permanent appointment, an incumbent employee who has  
10 already attained permanent status will serve a trial service period.  
11 However, the Employer will credit time worked in the non-  
12 permanent appointment toward completion of the trial service  
13 period per [Subsection 4.3 D.3.](#)

14 3. Any employee serving a trial service period will have their trial  
15 service period extended, on a day-for-a-day basis, for any day(s) that  
16 the employee is on leave without pay or shared leave, except for  
17 leave taken for military service, ~~or~~ or temporary reduction of work  
18 hours under Article 35.5 B, and C.

19  
20 4. With three (3) working days' written notice by the Employer, an  
21 employee who does not successfully complete their trial service  
22 period will be offered a funded position in the same college/district  
23 that is:

- 24 a. Vacant and is within the trial service employee's previously  
25 held job classification; or  
26 b. Vacant at or below the employee's previous salary range.

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

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

11 5. An employee who has no reversion options or does not revert to the  
12 classification they held prior to the trial service period may request  
13 the Human Resources Office to place their name on the layoff list  
14 for positions in job classifications where they had previously  
15 attained permanent status.

16 6. An employee serving a trial service period may voluntarily revert to  
17 their former position within fifteen (15) calendar days after the  
18 appointment, provided that the position has not been filled or an  
19 offer has not been made to an applicant. The Employer may consider  
20 requests after the fifteen (15) day period. After fifteen (15) days, an  
21 employee serving a trial service period may voluntarily revert at any  
22 time to a vacant position in the same college/district that is:

- 23 a. Within the employee's previously held job classification; or  
24 b. At or below the employee's previous salary range.

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

Neither the extension of a trial service period nor the reversion of an employee who is unsuccessful during their trial service period are subject to the grievance procedure in [Article 30](#). An employee may request a review by the President or designee within twenty-one (21) days of the effective date of the extension or reversion.

C. Transition Review Period

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

**4.6 Apprenticeship Programs**

The Employer and the Union recognize the value and benefit of providing apprenticeship opportunities in its employment structure. The Employer agrees to consider apprenticeship proposals submitted from the Union and will be open to meeting with the Union to discuss their proposals.

**4.7 New Employee Orientation and Union Access to New Employees**

A. Within ninety (90) days of a new employee's start date in a bargaining unit position represented by the Union, the Employer will provide the Union access to the employee during the employee's regular work hours at the employee's regular worksite, or at another location mutually agreed to by the Employer and the Union, for no less than thirty (30) minutes, to present information about the Union and the Collective Bargaining Agreement. This presentation may occur during a formal or informal new employee orientation provided by the Employer or at another time within the above ninety (90) day period. No employee will be required to attend the presentation given by the Union. The Employer will provide the employee's name, job title, college campus and day or night shift and will provide notice to the Union's Council Representative and the Chief Steward of a new employee orientation at the same time the new employee is given notice.

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B. The Employer also agrees to provide each new employee with an orientation package provided by the Union and an opportunity for the Union to provide a video and/or other types of material, presented to the new employee as part of their online orientation.

**TENTATIVE AGREEMENT REACHED**

**FOR THE UNION:**

James Dannen

September 21, 2022 **DATE**

**JAMES DANNEN**

**FOR THE EMPLOYER:**

Janetta Sheehan

August 19, 2022 **DATE**

**JANETTA SHEEHAN**

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**ARTICLE 6**  
**PERFORMANCE EVALUATION**

**6.1 Objective**

The performance evaluation process gives a supervisor an opportunity to discuss performance goals with their employee and assess and review their performance with regard to those goals. Supervisors can then provide support to the employee in their professional development, so that skills and abilities can be aligned with college/district mission and goals. Performance problems will be brought to the attention of the employee at the time of the occurrence, or when the supervisor becomes aware, to give them an opportunity to address the issue.

**6.2 Evaluation Process**

A. The immediate supervisor will meet with an employee at the start of their 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.

B. The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:

1. Reviewing the employee's performance;
2. Identifying ways the employee may improve their performance;
3. Updating the employee's position description, if necessary;

1           4.     Identifying performance goals and expectations for the next  
2                     appraisal period; and

3           5.     Identifying employee training and development needs.

4           C.     The performance evaluation process will include, but not be limited to, a  
5                     written performance evaluation on forms used by the Employer, the  
6                     employee's signature acknowledging receipt of the forms, and any  
7                     comments by the employee. A copy of the performance evaluation will be  
8                     provided to the employee at the time of the review. A copy of the final  
9                     performance evaluation, including any employee or reviewer comments,  
10                    will be provided to the employee. The original performance evaluation  
11                    forms, including the employee's comments, will be maintained in the  
12                    employee's personnel file.

13          D.     If an employee disagrees with their performance evaluation, the employee  
14                     has the right to attach a rebuttal.

15          E.     The performance evaluation process is subject to the grievance procedure  
16                     in [Article 30](#). The specific content of a performance evaluation is not subject  
17                     to the grievance procedure.

18          F.     Performance evaluations will not be used to initiate personnel actions such  
19                     as transfer, promotion, or discipline.

20   **6.3**   Training on performance evaluations will be offered to all bargaining unit  
21             employees.

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**TENTATIVE AGREEMENT REACHED**

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**FOR THE UNION:**

**FOR THE EMPLOYER:**

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James Dannen

Janetta Sheehan

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September 21, 2022      **DATE**

September 20, 2022      **DATE**

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**JAMES DANNEN**

**JANETTA SHEEHAN**

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## 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 hours actually spent performing the duties of the assigned job, rounded to the next quarter hour;
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

1                   7.       Any other paid time not listed below.

2           D.       Work for overtime purposes does not include:

3                   1.       Shared leave;

4                   2.       Leave without pay;

5                   3.       Additional compensation for time worked on a holiday; and

6                   4.       Time compensated as standby, callback, or any other penalty pay.

7   **8.2   Overtime Eligibility and Compensation**

8       Employees are eligible for overtime under the following circumstances:

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

14   **8.3   General Provisions**

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

18           B.       The Employer will first attempt to meet its overtime requirements on a  
19                      voluntary basis with qualified employees who are currently on duty. In the  
20                      event there are not enough employees volunteering to work, the supervisor  
21                      may require employees to work overtime. The supervisor will give as much  
22                      advance notice as possible to employees and consider an employee's  
23                      personal and family needs prior to requiring overtime. There will be no  
24                      pyramiding of overtime.

- 1 C. If an employee was not offered overtime for which they were qualified, the  
2 employee will be offered the next available overtime opportunity for which  
3 they are qualified.

4 **8.4 Compensatory Time for Overtime-Eligible Employees**

5 A. Compensatory Time Eligibility

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

11 B. Maximum Compensatory Time

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

14 C. Compensatory Time Use

15 An employee must use compensatory time prior to using vacation leave,  
16 unless this would result in the loss of their vacation leave or the employee  
17 is using vacation leave for domestic violence leave. Compensatory time  
18 must be used and scheduled in the same manner as vacation leave, as in  
19 [Article 11](#), Vacation Leave. Employees may use compensatory time for  
20 leave as required by the Domestic Violence Leave Act, [RCW 49.76](#). The  
21 Employer may schedule an employee to use their compensatory time with  
22 seven (7) calendar days' notice.

23 D. Compensatory Time Cash Out

- 24 1. All compensatory time must be used by June 30th of each year. If  
25 compensatory time balances are not scheduled to be used by the

1 employee by April of each year, the supervisor will contact the  
2 employee to review their schedule. The employee's compensatory  
3 time balance will be cashed out every June 30th or when the  
4 employee separates from the Employer. Employers may continue  
5 their current practices with respect to compensatory time cash out  
6 when the employee transfers to another position.

- 7 2. As an exception to [Subsection 8.4 D.1](#) above, an appointing  
8 authority or their designee may allow an employee to carry forward  
9 up to twenty-four (24) hours of compensatory time past June 30th  
10 when an employee's workload requires overtime during the months  
11 of May and June.

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14 **TENTATIVE AGREEMENT REACHED**

15 **FOR THE UNION:**

16 James Dannen

17 September 21, 2022 **DATE**

18 **JAMES DANNEN**

**FOR THE EMPLOYER:**

Janetta Sheehan

September 20, 2022 **DATE**

**JANETTA SHEEHAN**

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**ARTICLE 9****TRAINING AND EMPLOYMENT 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 college/district 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. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.

B. The Union will present the training to current union stewards within each bargaining unit. Union stewards will be released with pay on one (1) occasion for up to eight (8) hours to attend training to be completed as soon as practical. Training will be considered time worked for 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. The parties will agree on the date, time, number and names of stewards attending each session. Additional release time may be provided in accordance with [Section 40.8](#). If appropriate, the Union will attempt to schedule more than one (1) training session at each institution to minimize release and travel issues.



1 C. The Employer will arrange training on this Agreement for all bargaining  
2 unit employees no less than once per contract year. The Employer and the  
3 Union recognize the value of, and encourage joint training when possible.

4 **9.4** Employees may communicate their education and skill development training  
5 desires annually through the performance evaluation process.

6 **9.5** Employees who wish to use the tuition fee waiver program to register for qualifying  
7 online or classroom courses will be allowed to do so in accordance with the  
8 Employer's current practice or policy and [RCW 28B.15.558](#), provided it allows  
9 employees to participate from the first day of class unless a capacity concern exists.

10 **9.6** Employees may request schedule changes to attend college courses in accordance  
11 with [Subsection 7.3 B.4](#) and [Subsection 7.9 F](#).

12

13

**TENTATIVE AGREEMENT REACHED**

14 **FOR THE UNION:**

**FOR THE EMPLOYER:**

15 *James Dannen*

*Janetta Sheehan*

16 September 21, 2022 **DATE**

September 20, 2022 **DATE**

17 **JAMES DANNEN**

**JANETTA SHEEHAN**

18

## ARTICLE 10 HOLIDAYS

### 10.1 Paid Holidays

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
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Friday following the fourth Thursday in November
Christmas Day	December 25
Personal Holiday	

### 10.2 Observance of Holidays

The Board of Trustees for each institution of higher education may establish calendars that observe holidays on dates other than those listed above, or as modified by current institutional practices.

### 10.3 Holiday Rules

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

- A. Employees will be paid at a straight-time rate even though they do not work.
- B. In addition to [Subsection 10.3 A](#), above, employees will be paid for the hours actually worked on a holiday at the overtime rate.
- C. In compliance with WAC 357.31.010, permanent and probationary employees working twelve (12) month schedules or cyclic year employees who work full monthly schedules throughout their work year will receive

1 holiday pay if they were in pay status ~~for the entire work shift~~, on their  
2 regular, scheduled workday preceding the holiday. Any day(s) a  
3 college/district suspends operations will not be considered a workday for  
4 the purpose of determining holiday pay eligibility under this specific  
5 provision.

6 D. Cyclic year employees scheduled to work less than full monthly schedules  
7 throughout their work year qualify for holiday compensation if they work  
8 or are in pay status on their last regularly scheduled working day preceding  
9 the holiday. Cyclic year employees will be entitled to the number of paid  
10 hours on a holiday in an amount proportionate to the time in pay status  
11 during the month to that required for full-time employment.

12 E. Holiday Pay

13 Permanent and probationary employees will receive pay equivalent to the  
14 employee's work shift on the holiday.

15 F. Nothing precludes the Employer, with prior notice, from switching an  
16 employee from an alternate work schedule to a regular work schedule  
17 during the week of a holiday.

18 G. When a holiday falls on the employee's scheduled workday, that day will be  
19 considered the holiday.

20 H. Holidays that fall on the Employee's Day Off

21 When a holiday falls on the employee's scheduled day off the Employer will  
22 provide an alternate day off or, by agreement between the employee and the  
23 appointing authority or designee, the Employer will pay the employee for  
24 the number of holiday hours they are entitled to.

1 I. 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  
3 holiday.

4 J. The holiday for night shift employees whose schedule begins on one  
5 calendar day and ends on the next calendar day will be determined by the  
6 Employer. It will start either at:

7 1. The beginning of the scheduled night shift that begins on the  
8 holiday; or

9 2. The beginning of the shift that precedes the calendar holiday.

#### 10 **10.4 Personal Holidays**

11 An employee may choose one (1) workday as a personal holiday during each  
12 calendar year, if the employee has been continuously employed by the State of  
13 Washington and/or college/district for at least four (4) months.

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

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

19 1. The employee has given at least fourteen (14) calendar days' written  
20 notice to the supervisor. However, the supervisor has the discretion  
21 to allow a shorter notice period.

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

1 C. Personal holidays may not be carried over to the next calendar year except  
2 when an eligible employee's request to take their personal holiday has been  
3 denied or canceled. The employee will attempt to reschedule their personal  
4 holiday during the balance of the calendar year. If they are unable to  
5 reschedule the day, it will be carried over to the next calendar year.

6 D. Employers may adopt eligibility policies to determine which requests for  
7 particular dates will be granted if all requests cannot be granted.

8 E. The pay for an employee's personal holiday is equivalent to the employee's  
9 work shift on the day selected for the personal holiday absence.

10 F. Part or all of a personal holiday may be donated to another employee for  
11 shared leave as provided in [RCW 41.04.665](#). When donating a personal  
12 holiday for shared leave, a personal holiday for a full-time employee is eight  
13 (8) hours and a personal holiday for a less than full-time employee is pro-  
14 rated. Any remaining portions of a personal holiday must be taken as one  
15 (1) absence, not to exceed the work shift on the day of the absence.

16 G. Part or all of a personal holiday may be used for:

17 1. The care of family members as required by the Family Care Act,  
18 [WAC 296-130](#);

19 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#)  
20 and in accordance with [Section 19.14](#); or

21 3. Leave as required by the Domestic Violence Leave Act,  
22 [RCW 49.76](#).

23 Any remaining portions of a personal holiday must be taken as one (1)  
24 absence, not to exceed the work shift on the day of the absence.

1           H.     The Employer may allow an employee who has used all of their sick leave  
2               to use all of a personal holiday for sick leave purposes as provided in  
3               Subsection 12.2 A. An employee who has used all of their sick leave may  
4               use all of a personal holiday for sick leave purposes as provided in  
5               Subsections 12.2 B – H.

6  
7

8                                   **TENTATIVE AGREEMENT REACHED**

9     **FOR THE UNION:**

10     James Dannen

11     September 21, 2022     **DATE**

12     **JAMES DANNEN**

13  
14

**FOR THE EMPLOYER:**

Janetta Sheehan 07/14/2022

**DATE**

**JANETTA SHEEHAN**

**ARTICLE 14**  
**UNIFORMED SERVICE SHARED LEAVE POOL**

**14.1 Purpose**

The uniformed service shared leave pool 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 pool allows employees to donate leave to be used as shared leave to fellow state employees called to service in the uniformed services. Employee participation will be voluntary at all times. The Military Department, and the Office of Financial Management/State Human Resources will administer the pool.

**14.2 Definitions**

For purposes of this Article only, the following definitions apply:

- A. “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- B. “Military salary” includes base, specialty and other pay, but does not include allowances such as the basic allowance for housing.
- C. “Monthly salary” includes monthly salary, special pay and shift differential, or the monthly equivalent for hourly employees. “Monthly salary” does not include overtime pay, callback pay, standby pay or performance bonuses.
- D. “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.

E. “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 for 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.

### 14.3 Participation

A. An employee may be eligible to receive leave from the uniformed service shared leave pool under the following conditions:

1. The employee is entitled to accrue vacation leave, sick leave, or a personal holiday.
2. The employee has been called to service in the uniformed services.
3. The call to service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.
4. The employee’s absence and the use of shared leave are justified.
5. The employee has depleted or will shortly deplete their annual leave and paid military leave allowed under [RCW 38.40.060](#).
6. The employee has followed the Employer’s policy regarding military leave.



1 B. An employee may donate vacation leave, sick leave, or all or part of a  
2 personal holiday to the uniformed service shared leave pool under the  
3 following conditions:

4 1. The donating employee may donate any amount of vacation leave,  
5 provided the donation does not cause the employee's vacation leave  
6 balance to fall below eighty (80) hours. For part-time employees,  
7 requirements for vacation leave balances will be prorated.

8 2. The donating employee may donate any specified amount of sick  
9 leave, provided the donation does not cause the employee's sick  
10 leave balance to fall below one hundred seventy-six (176) hours  
11 after the transfer.

12 3. The donating employee may donate all or part of a personal holiday.

#### 13 **14.4 Process**

14 A. Employees requesting to donate to or receive leave from the uniformed  
15 service shared leave pool must follow their Employer's policies and  
16 procedures addressing uniformed service shared leave.

17 B. Employees requesting to receive leave from the uniformed service shared  
18 leave pool must also comply with the Military Department procedures for  
19 requesting and receiving leave from the uniformed service shared leave  
20 pool. Employees requesting leave from the uniformed shared leave pool  
21 should provide the college/district with an earnings statement verifying  
22 military salary and orders of service, most current state leave and earnings  
23 statement, a completed uniformed service shared leave pool recipient  
24 request form, and notification of any change. The employee must also  
25 provide copies of earnings statements and orders of service when requested  
26 by the Military Department.

1 C. Shared leave may not be granted unless the pool has a sufficient balance to  
2 fund the requested leave for the expected term of service.

3 D. Shared leave, in combination with military salary, will not exceed the level  
4 of the employee's state monthly salary. Up to eight (8) hours per month of  
5 shared leave may be withdrawn and used to continue coverage under the  
6 Public Employees' Benefit Board, regardless of the employee's monthly  
7 salary and military salary.

8 E. The receiving employee continues to be classified as a state employee and  
9 receives the same treatment in respect to salary, wages, and employee  
10 benefits as the employee would normally receive if using accrued vacation  
11 or sick leave.

12 F. The Employer will investigate any alleged abuse of the uniformed service  
13 shared leave pool and on a finding of wrongdoing, the employee may be  
14 required to repay all of the shared leave received from the pool.

15 **14.5** This Article is not subject to the grievance procedure.

16

17

#### TENTATIVE AGREEMENT REACHED

18 **FOR THE UNION:**

19 James Dannen

20 September 21, 2022 **DATE**

21 **JAMES DANNEN**

22

**FOR THE EMPLOYER:**

Janetta Sheehan

September 20, 2022 **DATE**

**JANETTA SHEEHAN**

**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, the Employer may separate an employee in accordance with [Article 34](#), Reasonable Accommodations and Disability Separation.

**TENTATIVE AGREEMENT REACHED**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

James Dannen

Janetta Sheehan

September 21, 2022      **DATE**

September 20, 2022      **DATE**

**JAMES DANNEN**

**JANETTA SHEEHAN**

**ARTICLE 17**  
**SUSPENDED OPERATIONS**

**17.1** If the Chief Executive Officer or designee of the college/district 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 college/district, the following will govern employees:

A. Employees scheduled and not required to work during a late start, an early closure or suspended operations will have no loss in pay for all late starts, early closures and the first day of suspended operations. Employees on preapproved leave will not have their leave reversed upon notice of suspended operations.

B. The following options will be made available to the affected employees who are not required to work for the balance of the suspended operations, after the first full day of suspended operations:

1. The employee(s) is/are able to be reassigned to a similar position at a location within a reasonable driving distance from the non-operational location during the suspended operation, at the Employer's discretion:

2. Vacation leave;

3. Personal holiday;

4. Personal leave;

5. Accrued compensatory time (where applicable);

6. Sick leave;

7. Leave without pay; or

8. Employee-requested schedule changes in accordance with  
[Subsections 7.3](#) B.4 and [7.9](#) F and G.

C. The Employer will identify the services required during late starts, early closures and suspended operations and notify employees required to work in accordance with the Employer's suspended operations procedures. Upon request, the Human Resources Office will make the suspended operations written procedures available to an employee.

D. For employees who are required to physically report to the college/district grounds to work or who are required by their supervisor to work during the suspended operations will be paid as follows:

1. Employees will be paid their regular rate of pay plus one and one-half (for a total of 2½) times their regular rate of pay for the time worked when the first of the following events occur: working before a late start, working after an early closure; or working during a partial or full day of suspended operations. (Only time worked during the suspended operations is subject to the 2½ times pay. If the suspended operations work crosses over to the next day and the shift is unbroken, the 2½ times pay will carry over to the next day within the unbroken shift). If the hours worked are less than the employee's regular shift for that first full day of suspended operations, the employee will be paid the balance of the time for the shift at their regular rate of pay.

2. On the next day(s) following one of the preceding events, employees will be paid one and one-half (1½) times their regular rate of pay for the time worked during the partial or full day of suspended operations. (Only time worked during the suspended operations is subject to the 1½ times pay. If the suspended operations work

1 crosses over to the next day and the shift is unbroken, the 1½ times  
2 pay will carry over to the next day within the unbroken shift).

3 E. Employees not receiving callback, who are required to work during late  
4 starts, early closures and suspended operations will receive a minimum of  
5 two (2) hours of pay for each day worked.

6 F. Any overtime worked during suspended operations will be compensated  
7 according to [Article 8](#), Overtime, of this Agreement.

8 G. During suspended operations when there are unsafe driving conditions or  
9 other hazards, the Chief Executive Officer or designee may allow off-duty  
10 employees to remain at the college/district.

11 **17.2** The options listed in Subsection 17.1 B, above, will be made available to employees  
12 who report to work late, leave work early or are unable to report to work due to  
13 severe inclement weather. In addition, employees may use sick leave for childcare  
14 emergencies, if applicable, per [Subsection 12.2 E](#).

15 **17.3** If a work location is fully operational but an employee is unable to report to work  
16 or remain at work because of severe inclement weather, conditions caused by severe  
17 inclement weather or natural disaster, the employee's leave will be charged in the  
18 following order:

19 A. Any earned compensatory time or previously accumulated exchange time.

20 B. Any accrued vacation leave.

21 C. Any accrued sick leave, up to a maximum of three (3) days in any calendar  
22 year.

23 D. Leave without pay.

1 Although the types of paid leave will be used in the order listed above, and each  
2 type of paid leave will be exhausted before the next is used, employees will be  
3 permitted to use leave without pay or their personal holiday rather than vacation or  
4 sick leave at their request.

5 **17.4** Employees who report to work late because of severe inclement weather, conditions  
6 caused by severe inclement weather or a natural disaster may be allowed up to one  
7 (1) hour of paid time for the late arrival. Such requests will not be unreasonably  
8 denied.

9

10 **TENTATIVE AGREEMENT REACHED**

11 **FOR THE UNION:**

**FOR THE EMPLOYER:**

12 *James Dannen*

*Janetta Sheehan*

13 September 21, 2022 **DATE**

September 20, 2022 **DATE**

14 **JAMES DANNEN**

**JANETTA SHEEHAN**

15

**ARTICLE 18**  
**MISCELLANEOUS PAID LEAVES**

**18.1 Bereavement Leave**

A. Up to five (5) days of paid bereavement leave will be granted for the death of any family member or household member that requires the employee's absence from work. Family members are defined for this purpose as mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law, domestic partner's mother, domestic partner's father, spouse, domestic partner, grandparent, grandchild, son, daughter, stepchild, and a child in the custody of and residing in the home of an employee or a child for whom the employee provided care as a foster parent or guardian.

B. Sick leave may be used for the death of a family member per [Subsection 12.2 D](#). In addition, the Employer may approve an employee's request to use compensatory time, vacation leave, personal holiday, leave without pay, or personal leave for the purposes of bereavement and in accordance with this Agreement.

**18.2 Jury Duty Leave**

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



1   **18.3   Witness/Subpoena**

2       Employees will promptly inform the Employer when they receive a subpoena. A  
3       subpoenaed employee will receive paid leave to appear as a witness in court or an  
4       administrative hearing during scheduled work time, except as provided in  
5       [Subsection 40.4](#) A.1.a, which may impact their work schedule, unless they:

6       A.     Are a party to the matter and are not represented by the Attorney General's  
7             Office of the State of Washington, or

8       B.     Have an economic interest in the matter.

9       Nothing in this Section will preclude an employee from receiving pay to appear in  
10      court or an administrative hearing on behalf of the Employer.

11   **18.4   Interviews**

12      A.     Positions with the Employee's College

13             Paid leave will be granted for the purposes of taking an examination or  
14             interviewing for positions with the employee's college. Employee-  
15             requested schedule changes may be granted in accordance with [Article 7](#),  
16             Hours of Work, when taking an examination or interviewing.

17      B.     Positions with the Community College District, other State Higher  
18             Education Institutions or State Agencies

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

1     **18.5   Military Leave**

2           In accordance with [RCW 38.40.060](#), employees will be entitled to military leave  
3           with pay not to exceed twenty-one (21) working days during each year, beginning  
4           October 1st and ending the following September 30th, in order to report for required  
5           military duty, training or drills including those in the National Guard or state active  
6           status. Military leave will be in addition to any vacation or sick leave to which the  
7           employee might otherwise be entitled and will not involve any loss of privileges or  
8           pay. An employee will only be charged military leave for days that they are  
9           scheduled to work.

10    **18.6   Life-Giving Procedures, Blood Platelet and Fluid Donations**

11           A. When approved, employees will be granted paid leave, not to exceed thirty (30)  
12           days in a two (2) year period, as needed for the purpose of participating in life-  
13           giving procedures. Such leave shall not be charged against sick leave or annual  
14           leave, and use of leave without pay is not required. A “life-giving procedure” is  
15           defined as a medically-supervised procedure involving the testing, sampling, or  
16           donation of organs, tissues, and other human body components for the purposes of  
17           donation, without compensation, to a person or organization for medically  
18           necessary treatments. “Life-giving procedure” does not include the donation of  
19           blood or plasma. Employees will provide reasonable advance notice before taking  
20           such leave and will provide written proof from an accredited medical institution,  
21           physician or other medical professional that the employee participated in a life-  
22           giving procedure. Colleges/districts may take into account program and staffing  
23           replacement requirements in the scheduling of leave for life-giving procedures.

24           B.       When approved, employees will receive paid leave, not to exceed five (5)  
25                      working days in a two (2) year period, for the donation of blood platelets  
26                      or fluids to a person or organization for medically necessary treatments.  
27                      The Employer may approve additional days through the use of accrued  
28                      paid leave. Employees will provide reasonable advance notice and written

proof from an accredited medical institution, physician or other medical professional that the employee participated in the donation procedure. Colleges may take into account program and staffing replacement requirements in the scheduling of leave for these donations.

#### **18.7 Personal Leave**

A. An employee may choose two (2) workdays as personal leave days each fiscal year during the life of this Agreement if the employee has been continuously employed by the college/district for more than four (4) months.

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

1. The employee has given at least fourteen (14) 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 a college/district to continue its work efficiently and not incur overtime.

3. The leave does not conflict with the business needs of the Employer.

4. 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. The pay of an employee's personal leave day is equivalent to the employee's work shift on the day selected for the personal leave day absence.

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

3 1. The care of family members as required by the Family Care Act,  
4 [WAC 296-130](#);

5 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#)  
6 and in accordance with [Section 19.14](#); or

7 3. Leave as required by the Domestic Violence Leave Act,  
8 [RCW 49.76](#).

9 4. Any remaining portions of a personal leave day must be taken as  
10 one (1) absence, not to exceed the work shift on the day of the  
11 absence.

12 **18.8** The Employer will not be responsible for per diem, travel expenses or overtime  
13 under this Article.

14

15 **TENTATIVE AGREEMENT REACHED**

16 **FOR THE UNION:**

17 *James Dannen*

18 September 21, 2022 **DATE**

19 **JAMES DANNEN**

**FOR THE EMPLOYER:**

*Janetta Sheehan*

September 20, 2022 **DATE**

**JANETTA SHEEHAN**

20

**ARTICLE 19**  
**LEAVE WITHOUT PAY**

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

- A. Family and Medical Leave ([Article 15](#));
- B. Compensable Work-Related Injury or Illness Leave ([Article 16](#));
- C. Military leave;
- D. Cyclic employment;
- E. Volunteer firefighting leave;
- F. Military family leave; or
- G. Domestic violence leave.

**19.2** Unpaid Holidays for Reason of Faith or Conscience

- 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. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by [WAC 82-56](#) or the employee is necessary to maintain public safety.
- B. The employer will allow an employee to use compensatory time, exchange time, personal holiday or vacation leave in lieu of leave without pay. All requests to use compensatory time, exchange time, personal holiday or vacation leave requests must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience. An employee's personal holiday must be used in full workday increments.
- C. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.

- 1 D. Employees will only be required to identify that the request for leave is for  
2 a reason of faith or conscience or an organized activity conducted under the  
3 auspices of a religious denomination, church, or religious organization.

4 **19.3** Leave without pay may be granted for the following reasons:

- 5 A. Educational leave;  
6 B. Child or elder care emergencies;  
7 C. Governmental service leave;  
8 D. Citizen volunteer or community service leave;  
9 E. Conditions applicable for leave with pay;  
10 F. Union Rights and Activities ([Article 40](#));  
11 G. Formal collective bargaining leave; or  
12 H. As otherwise provided for in this Agreement.

13 **19.4 Limitations**

- 14 A. Leave without pay will be no more than twelve (12) months in any  
15 consecutive five (5) year period, except for:
- 16 1. Compensable work-related injury or illness leave;  
17 2. Educational leave;  
18 3. Governmental service leave;  
19 4. Military leave;  
20 5. Cyclic employment leave;  
21 6. Leave for serious health condition taken under the provisions of  
22 [Article 15](#), Family and Medical Leave;  
23 7. Leave taken voluntarily to reduce the effect of a layoff;

8. Leave authorized in advance by an appointing authority as part of a plan to reasonably accommodate a person of disability;

9. Leave to participate in union activities;

10. Volunteer firefighting leave; or

11. Domestic violence leave.

B. Any employee who is on leave without pay for more than twelve (12) months in any consecutive five (5) year period for reasons not listed in A, above, will be considered to have resigned their position as provided for in [Article 27, Resignation and Abandonment](#).

#### **19.5 Returning Employee Rights**

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

#### **19.6 Military Leave**

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

#### **19.7 Educational Leave**

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

1    **19.8    Child or Elder Care Emergencies**

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

4    **19.9    Cyclic Employment Leave**

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

6    **19.10   Governmental Service Leave**

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

9    **19.11   Citizen Volunteer or Community Service Leave**

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

11   **19.12   Formal Collective Bargaining Leave**

12          Leave without pay may be granted to participate in formal collective bargaining  
13          sessions authorized by [RCW 41.80](#).

14   **19.13   Volunteer Firefighting Leave**

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

17   **19.14   Military Family Leave**

18          In accordance with the Military Family Leave Act, [RCW 49.77](#), leave without pay  
19          will be granted to an employee whose spouse or state registered domestic partner  
20          as defined by [RCWs 26.60.020](#) and [26.60.030](#) is on leave from deployment or  
21          before and up to deployment, during a period of military conflict. Use of leave  
22          without pay, compensatory time, vacation leave, sick leave, personal leave and all  
23          or part of a personal holiday is limited to a combined maximum of fifteen (15)



1 working days per deployment. Employees must provide the Employer with five (5)  
2 business days' notice after receipt of official notice that the employee's spouse or  
3 state registered domestic partner as defined by [RCWs 26.60.020](#) and [26.60.030](#) will  
4 be on leave or of an impending call to active duty.

5 **19.15 Domestic Violence Leave**

6 In accordance with the Domestic Violence Leave Act, [RCW 49.76](#), leave without  
7 pay, including intermittent leave, will be granted to an employee who is a victim of  
8 domestic violence, sexual assault or stalking. Family members of a victim of  
9 domestic violence, sexual assault or stalking will be granted leave without pay to  
10 help the victim obtain treatment or seek help. Family member for the purpose of  
11 domestic violence leave includes child, spouse, state registered domestic partner,  
12 as defined by [RCWs 26.60.020](#) and [26.60.030](#), parent, parent-in law, grandparent  
13 or a person the employee is dating. The Employer may require verification from  
14 the employee requesting leave.

15 **19.16** Requests for leave without pay will be submitted in writing. The Employer will  
16 approve or deny leave without pay requests, in writing, within fourteen (14)  
17 calendar days when practicable and will include the reason for denial.

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19 **TENTATIVE AGREEMENT REACHED**

20 **FOR THE UNION:**

21 James Dannen

22 September 21, 2022 **DATE**

23 **JAMES DANNEN**

24

**FOR THE EMPLOYER:**

Janetta Sheehan

September 20, 2022 **DATE**

**JANETTA SHEEHAN**

**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 Employer and the employees will contribute to a healthy workplace including not knowingly exposing co-workers, students and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees to use leave in accordance with [Article 12](#), Sick Leave, when employees self-report contagious health conditions.

D. 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. All parties will comply with [WAC 296-360-150](#) regarding unsafe work assignments. The Employer will address reported unsafe working conditions and take appropriate action.

**20.3** The Employer will determine and provide the required safety devices, personal protective equipment (PPE) and apparel, which employees will wear and/or use. 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.

1   **20.4**   Each Employer will form joint safety committees, in accordance with WISHA  
2           requirements, at each work location where there are eleven (11) or more employees.  
3           Meetings will be conducted in accordance with [WAC 296-800-13020](#). Committee  
4           recommendations will be forwarded to the appropriate appointing authority for  
5           review and action, as necessary. Employee participation in joint safety committee  
6           meetings held during the employee's work time will be considered time worked.  
7           Employees may request work schedule adjustments to participate. No overtime or  
8           compensatory time will be paid as a result of participation in joint safety committee  
9           meetings held during the employee's non-work hours.

10   **20.5**   The Employer encourages employee wellness. The Employer will provide  
11           employees access to wellness facilities and resources consistent with other  
12           employee groups. Employees will not pay higher rates than other employee groups  
13           for access to wellness facilities or resources. Employee-requested schedule changes  
14           may be granted in accordance with [Article 7](#), Hours of Work, for participation in  
15           wellness activities.

16   **20.6   Ergonomic Assessments**

17           At the request of the employee, the Employer will ensure that an ergonomic  
18           assessment of the employee's work station is completed by a person trained to  
19           conduct ergonomic assessments. Solutions to identified issues/concerns will be  
20           implemented within available resources.

21   **20.7**   At least once every two years, the Employer will provide Emergency Preparedness

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1 training, which will include how to respond in the event of an “active shooter.”

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**TENTATIVE AGREEMENT REACHED**

4 **FOR THE UNION:**

**FOR THE EMPLOYER:**

5 *James Dannen*

*Janetta Sheehan*

6 September 21, 2022 **DATE**

September 20, 2022 **DATE**

7 **JAMES DANNEN**

**JANETTA SHEEHAN**

8

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

**21.1 Uniforms**

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. The Employer will continue its current practices regarding the provision and maintenance of required uniforms and specialized clothing and footwear. Substantive changes (such as color, style, etc.) to current employer-required uniforms will be discussed at a Union Management Communication Committee (UMCC) meeting.

**21.2 Tools and Equipment**

As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition.

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

**21.4 Personal Property Reimbursement**

Employees may seek reimbursement, in accordance with [RCW 4.92.100](#), for personal property unavoidably damaged or stolen in the proper performance of their duties. Upon request, the Employer will provide the tort claim form to the employee. Employees will be granted work time to complete and submit the claim form.

1     **21.5   Safety Footwear**

2           The Employer will determine the employees that are required to wear safety  
3           footwear as essential Personal Protective Equipment (PPE). Those Employer-  
4           designated employees within the following classifications will receive a biennial  
5           allowance up to \$200 per designated employee. The process for purchasing safety  
6           footwear will follow the Employer's policy or practice.

- 7           •       Buildings and Grounds Supervisors
- 8           •       Control Tech
- 9           •       Cooks
- 10          •       Custodians
- 11          •       Electricians and Electrician Leads
- 12          •       Facility Operations Maintenance Specialist
- 13          •       Food Service Workers, Worker Leads, Supervisors and Managers
- 14          •       Grounds & Nursery Services Specialists
- 15          •       HVAC Techs
- 16          •       Maintenance Custodians, Specialists and Mechanics
- 17          •       Painters and Painter Leads
- 18          •       Security Guards; Campus Security Officers, Sergeants and Safety  
19                  Supervisors
- 20          •       Warehouse Workers and Equipment Operators
- 21          •       Utility Workers

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**TENTATIVE AGREEMENT REACHED**

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**FOR THE UNION:**

**FOR THE EMPLOYER:**

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*James Dannen*

*Janetta Sheehan*

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September 21, 2022      **DATE**

September 20, 2022      **DATE**

7

**JAMES DANNEN**

**JANETTA SHEEHAN**

8

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

**22.1** All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. Each institution is required to comply with the Drug-Free Schools and Communities Act (DFSCA) and the Drug-Free Schools and Campuses Regulations in order to be eligible for federal funding.

**22.2 Possession of Alcohol and Illegal Drugs**

Employees may not use or possess alcohol and/or marijuana while on duty, except when authorized by Employer policy. The possession or use of illegal drugs or marijuana is strictly prohibited. Marijuana is still an illegal controlled substance under federal law.

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

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

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

A. Employees required to have a Commercial Driver's License (CDL) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current Employer policy.

B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents and reasonable suspicion testing. The testing will be conducted in



accordance with Employer policy. For the purposes of this Article, employees who perform other safety-sensitive functions are those positions where an employee is issued a firearm and those licensed health care professionals who administer or dispense medications as a part of their job duties.

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

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

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

1. Physical symptoms consistent with controlled substance and/or alcohol use;
2. Evidence or observation of controlled substance or alcohol use, possession, sale, or delivery; or
3. The occurrence of an accident(s) where a trained manager, supervisor or lead worker suspects controlled substance/alcohol use may have been a factor.

C. Referral

Referral for testing will be made on the basis of specific objective grounds documented by a supervisor or manager who has attended the training on

1 detecting the signs/symptoms of being affected by controlled  
2 substances/alcohol and verified by another trained supervisor or manager.

### 3 **22.6 Post-Accident Testing – All Employees**

4 Post-accident drug and alcohol testing may be conducted by the Employer for any  
5 employee when a work-related incident has occurred involving death, serious  
6 bodily injury or significant property/environmental damage, or the potential for  
7 death, serious bodily injury, or significant property/environmental damage, and  
8 when the employee's action(s) or inaction(s) either contributed to the incident or  
9 cannot be completely discounted as a contributing factor. Referral for post-accident  
10 testing will be made in accordance with [Subsection 22.5](#) C, above.

### 11 **22.7 Testing**

12 Employees must submit to alcohol and/or controlled substance testing when  
13 required by the Employer, in accordance with [Sections 22.4](#), [22.5](#) and [22.6](#), above.  
14 A refusal to test is considered the same as a positive test. When an employee is  
15 referred for testing, they will be removed immediately from duty and transported  
16 to the collection site. The cost of testing, including the employee's salary, will be  
17 paid by the Employer.

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

25 An employee who has a positive alcohol test and/or a positive controlled substance  
26 test may be subject to disciplinary action, up to and including dismissal, based on

1 the incident that prompted the testing, including a violation of the drug and alcohol  
2 free work place rules.

3 **22.8 Training**

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

6 A. The elements of the Employer's Drug and Alcohol Free Workplace  
7 Program;

8 B. The effects of drugs and alcohol in the workplace;

9 C. Behavioral symptoms of being affected by controlled substances and/or  
10 alcohol; and

11 D. Rehabilitation services available.

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13 **TENTATIVE AGREEMENT REACHED**

14 **FOR THE UNION:**

15 James Dannen

16 September 21, 2022 **DATE**

17 **JAMES DANNEN**

18

**FOR THE EMPLOYER:**

Janetta Sheehan

September 20, 2022 **DATE**

**JANETTA SHEEHAN**

**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 college/district policy.

**TENTATIVE AGREEMENT REACHED**

**FOR THE UNION:**

James Dannen

September 21, 2022      **DATE**

**JAMES DANNEN**

**FOR THE EMPLOYER:**

Janetta Sheehan

September 20, 2022      **DATE**

**JANETTA SHEEHAN**

ARTICLE 24

TELEWORK, COMMUTE TRIP REDUCTION AND PARKING

24.1 The Employer will maintain a telework policy, process, and procedure to provide for telework opportunities. ~~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 college/district community.~~

24.2 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 college/district community. ~~The Employer and the Union recognize the value of compressed workweeks, flextime arrangements and telecommuting/telework.~~ (crossover is removed) JES

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 charge parking fees, 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. The Employer will maintain current practices regarding non-motorized vehicles.

24.4 In the event another college/district employee or group of college/district employees working at the same location, 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 at that location.

24.5 **Qualified Pre-Tax Transportation Benefits Plan**

A. The Employer agrees to maintain the current qualified pre-tax transportation benefits plan that allows eligible employees to pay for qualified parking and/or public transit on a pre-tax basis as permitted by federal law or regulation.

1           B.     If the Employer does not currently have a qualified pre-tax transportation  
2                   plan, the Employer will consider implementation of a qualified pre-tax  
3                   transportation benefits plan.

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**TENTATIVE AGREEMENT REACHED**

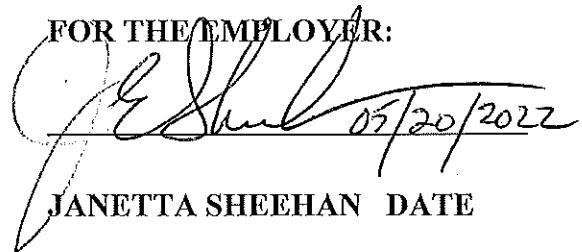
8   **FOR THE UNION:**

9   /s/ James Dannen           5/20/22

10   **JAMES DANNEN           DATE**

11

**FOR THE EMPLOYER:**

 05/20/2022

**JANETTA SHEEHAN   DATE**

**ARTICLE 26****VOLUNTEERS AND STUDENT WORKERS**

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

A volunteer is a person who donates labor to another by their own free choice. Generally, the volunteer doesn't receive anything of value in exchange for the service—not money, trade of products or services, or anything else of monetary value.

WAC 357-04-040: Which student employees of higher education employers are exempt from civil service rules?

(1) Students who are participating in a documented and approved internship program which consists of an academic component and work experience are exempt.

(2) Students who are employed through the state or federal work/study programs are exempt.

(3) Students are exempt if they are employed by the institution at which they are enrolled (or by a related board) and meet any one of the following conditions:

(a) The student works five hundred sixteen hours or less (516 or less) in any six consecutive months. Hours worked in a temporary position(s) during the summer and other breaks in the academic year are not counted in the five hundred sixteen (516) hours. The position is exempt only if the student does not take the place of a classified employee who was laid off due to lack of funds or lack of work, and the student does not fill a position that is currently or was formerly occupied by a classified employee during the current or prior calendar or fiscal year, whichever is longer.

1 (b) The student is employed in a position directly related to his/her  
2 major field of study to provide a training opportunity; or

3 (c) The student is elected or appointed to a student body office or  
4 student organization position such as student officers or student  
5 news staff members.

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**TENTATIVE AGREEMENT REACHED**

8 **FOR THE UNION:**

**FOR THE EMPLOYER:**

9 James Dannen

Janetta Sheehan

10 September 21, 2022 **DATE**

September 20, 2022 **DATE**

11 **JAMES DANNEN**

**JANETTA SHEEHAN**

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**ARTICLE 27****RESIGNATION AND ABANDONMENT****27.1 Voluntary Resignation**

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

**27.2 Unauthorized Absence/Abandonment**

When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive days, the employee is presumed to have abandoned their position. The Employer will make at least two (2) attempts to contact the employee to determine the cause of the absence. Each attempt to contact will include calling the employee at their contact phone number and their emergency contacts on file with the Employer. The Employer may also request a welfare check.

**27.3 Notice of Separation**

When an employee's abandonment is presumed in accordance with [Section 27.2](#), above, the Employer will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee. Such notice will include information regarding eligibility for continuation of medical benefits.

**27.4 Petition for Reinstatement**

An employee who has received a separation notice in accordance with [Section 27.3](#), above, may petition the Employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the Employer or postmarked within seven (7) calendar days after the separation notice was deposited in the United States mail.

1    **27.5    Grievability**

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

5                            **TENTATIVE AGREEMENT REACHED**

6    **FOR THE UNION:**

7    *James Dannen*

8    September 21, 2022            **DATE**

9    **JAMES DANNEN**

**FOR THE EMPLOYER:**

*Janetta Sheehan*

September 20, 2022            **DATE**

**JANETTA SHEEHAN**

10

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**ARTICLE 28**  
**PRIVACY AND OFF-DUTY CONDUCT**

**28.1** Employees have the right to confidentiality to the extent provided/allowed by law, related to their:

A. Protected personnel issues;

B. Protected personal and medical information; and

C. Family members' protected personal and medical information.

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 college/district, 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 the Human Resources Office or appointing authority within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

**TENTATIVE AGREEMENT REACHED**

**FOR THE UNION:**

James Dannen

September 21, 2022      **DATE**

**JAMES DANNEN**

**FOR THE EMPLOYER:**

Janetta Sheehan

September 20, 2022      **DATE**

**JANETTA SHEEHAN**

**ARTICLE 41****UNION DUES/DEDUCTION AND STATUS REPORTS****41.1 Notification to Employees**

The Employer will inform, in writing, new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish the employees with the Union payroll deduction authorization form provided by the Union. The Employer will inform employees, in writing, when they are leaving a position included in a bargaining unit.

**41.2 Union Dues Deduction**

A. Upon receipt of the employee's written authorization, the Employer agrees to deduct an amount equal to the membership dues from the salary of the authorizing employee within two (2) pay periods of the receipt of a properly completed request submitted to the appropriate college/district payroll office. The Employer will provide payments for all said deductions to the Union at the Union's Official headquarters each pay period.

B. Forty-five (45) calendar days prior to any change in dues, the Union will provide notice to each college/district and the State Board for Community and Technical Colleges, with a copy to the Office of Financial Management, Labor Relations, of the percentage and maximum dues to be deducted from the employee's salary.

**41.3 Revocation of Membership**

An employee may revoke their membership and authorize cancellation of their payroll deduction of dues by the employee providing written notice to the Union. The Union will subsequently provide written notice to the Employer of the revocation of membership and dues cancellation. After receipt of the confirmation from the Union, every effort will be made to make the cancellation effective on the first payroll and not later than the second payroll, after payroll's receipt of the

1 notice. Revocation does not alter a position's status as part of the bargaining units  
2 covered by this Agreement.

### 3 **41.4 Voluntary Deduction**

4 A. The Employer agrees to deduct from the wages of any employee who is a  
5 member of the Union a PEOPLE deduction as provided for in a written  
6 authorization. Such authorization must be executed by the employee and  
7 may be revoked by the employee at any time by giving written notice to  
8 both the Employer and the Union. The Employer agrees to remit  
9 electronically any deductions made pursuant to this provision to the Union  
10 together with an electronic report showing:

- 11 1. Employee name;
- 12 2. Unique employee system identification number; and
- 13 3. Amount deducted

14 B. The parties agree this Section satisfies the Employer's obligations and  
15 provides for the deduction authorized under [RCW 41.04.230](#) (1) and (6).

### 16 **41.5 Employee Status Reports**

17 A. Each month, the Employer will provide the Union a list of all classified  
18 employees in the bargaining units. The electronic list will be sent to WFSE  
19 headquarters. For all colleges/districts the reports will contain:

- 20 1. Employee name;
- 21 2. Permanent address;
- 22 3. Work telephone number, if available;
- 23 4. Primary contact number, if available;
- 24 5. Work email address, if available;

- 1                    6.      Job classification code and job title;
- 2                    7.      Unique employee system identification number;
- 3                    8.      Position number, if available;
- 4                    9.      Employer code;
- 5                    10.     Home department name;
- 6                    11.     Work location, if available;
- 7                    12.     Employee type;
- 8                    13.     Seniority date;
- 9                    14.     Employment date;
- 10                   15.     Job percent of full;
- 11                   16.     Gross wages (base salary) for the month (total salary from which  
12                   dues are calculated);
- 13                   17.     Salary range and step;
- 14                   18.     Union deduction code(s), if available, and amount(s);
- 15                   19.     Work county code and name, if available;
- 16                   20.     Bargaining unit code;
- 17                   21.     Whether an employee has been appointed to, separated from, or  
18                   moved out of the bargaining units, and the effective date of such  
19                   action;
- 20                   22.     Retirement benefit plan; and
- 21                   23.     Overtime eligibility determination.

B. Each month, the Employer will provide the Union a list of all represented individuals per [Article 5](#), Part-time Hourly Appointments, in the bargaining units. The electronic list will be sent to WFSE headquarters. For all colleges/districts the reports will contain:

1. Employee name;
2. Permanent address;
3. Work telephone number, if available;
4. Primary contact number, if available;
5. Work email address, if available;
6. Job classification code and job title, if available;
7. Unique employee system identification number;
8. Position number, if available;
9. Employer code;
10. Home department name, if available;
11. Employee type;
12. Employment date;
13. Gross wages from the previous month;
14. Salary range and step, if available;
15. Union deduction code(s), if available, and amounts;
16. Work county code and name, if available; and
17. Bargaining unit code.

The Union will maintain the confidentiality of all employees' permanent, home or mailing addresses and phone numbers. The Union will only use the employee's work phone number and work email address in accordance with [Subsection 40.5 B](#) and C.

#### **41.6 Indemnification**

The Union and employees agree to indemnify and hold the Employer and its officers, agents, employees, and contractors harmless from all claims, demands, suits or other forms of liability that arise against the Employer and its officers, agents,

1 employees, and contractors for or on account of compliance with this Article and  
2 any issues related to the deduction of dues and any issues related to employee status  
3 reports.  
4

5 **TENTATIVE AGREEMENT REACHED**

6 **FOR THE UNION:**

**FOR THE EMPLOYER:**

7 *James Dannen*

*Janetta Sheehan*

8 September 21, 2022 **DATE**

September 20, 2022 **DATE**

9 **JAMES DANNEN**

**JANETTA SHEEHAN**

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**ARTICLE 42**  
**CLASSIFICATION**

**42.1 Classification Plan Revisions**

A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. Upon request of the Union, the Employer will bargain, in accordance with [Article 37](#), Mandatory Subjects, the effect(s) of a change to an existing class or newly proposed classification.

B. The Employer will allocate or reallocate bargaining unit positions, including newly created positions, to the appropriate classification within the classification plan based on the duties assigned. The Employer will notify the union staff representative when a position is being reallocated to a job classification that is excluded from a bargaining unit covered by this Agreement.

C. The Employer will maintain a position description for each position. As determined by the Employer, the position description will list the primary duties and responsibilities assigned to the position, skills and abilities, essential functions, and other job-related information. Any reference in position descriptions to “other duties as assigned” must not include hazardous or illegal tasks. Upon request, the position description will be made available to the employee or to the Union.

**42.2 Position Review**

A. Employee-Initiated Review

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

1. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form.
2. The employee or the supervisor will then send the completed form to the Employer's Human Resources Office. Within five (5) days of receipt, the Human Resources Office will notify the employee of the date the completed position review request form was received in their office. The Employer's Human Resources Office will review the completed form and notify the employee of the decision regarding the appropriate classification within sixty (60) calendar days of the date the position review request was received in the Human Resources Office.
3. In the event the employee disagrees with the reallocation decision of the Employer, they may appeal the Employer's decision to the OFM/State Human Resources, in writing and with a copy to the Human Resources Office, within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The OFM/State Human Resources will then make a written determination, which will be provided to the employee.
4. In accordance with the provisions of [WAC 357-52](#), the employee or the Employer may appeal the determination of the OFM/State Human Resources to the Washington Personnel Resources Board, within thirty (30) calendar days of being provided the written decision of the OFM/State Human Resources. The board will render a decision which will be final and binding.
5. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Human Resources Office.

6. Decisions regarding appropriate classification will be reviewed in accordance with this Section and will not be subject to the grievance procedure specified in [Article 30](#) of this Agreement.

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

8. Temporary duty assignments in accordance with [Section 43.4](#) 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 they possess the required skills and abilities. The Employer may choose to promote the employee without competition as long as 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](#) of this Agreement 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](#) of this Agreement 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](#) of this Agreement 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

Upon appointment to the higher class, the employee's base salary will be increased to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step, or to the entry step of the new range, whichever is higher.

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

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

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

The employee will be paid an amount equal to their current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the salary they were receiving prior to the reallocation downward, until such time as the employee vacates the position or their salary falls within the new salary range.

**TENTATIVE AGREEMENT REACHED**

**FOR THE UNION:**

*James Dannen*

September 21, 2022

**DATE**

**JAMES DANNEN**

**FOR THE EMPLOYER:**

*Janetta Sheehan*

September 20, 2022

**DATE**

**JANETTA SHEEHAN**

**ARTICLE 45**

**VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATIONS (VEBAS)**

In accordance with state and federal law, colleges/districts and employees in bargaining units may agree to form a VEBA (tax-free medical spending accounts) funded by the retiree's sick leave cash out. An Employer sponsored VEBA of employees covered by this Agreement will be implemented only by written agreement with the Union.

**TENTATIVE AGREEMENT REACHED**

**FOR THE UNION:**

*James Dannen*

September 21, 2022

**DATE**

**JAMES DANNEN**

**FOR THE EMPLOYER:**

*Janetta Sheehan*

September 20, 2022

**DATE**

**JANETTA SHEEHAN**

**ARTICLE 46**  
**CHILDCARE CENTERS**

**46.1** The Employer and the Union recognize that family life has a significant impact upon employees' work lives. The Employer agrees to provide employees with access to the Employer's existing childcare center(s) on the same basis as presently provided.

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

**TENTATIVE AGREEMENT REACHED**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

James Dannen

Janetta Sheehan

September 21, 2022      **DATE**

September 20, 2022      **DATE**

**JAMES DANNEN**

**JANETTA SHEEHAN**

**ARTICLE 48**

**STRIKES**

**48.1** Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform their official duties.

**TENTATIVE AGREEMENT REACHED**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

James Dannen

Janetta Sheehan

September 21, 2022      **DATE**

September 20, 2022      **DATE**

**JAMES DANNEN**

**JANETTA SHEEHAN**



**ARTICLE 49**  
**CONTRACTING**

**49.1** The Employer will determine which college/district services will be subject to competitive contracting in accordance with [RCW 41.06.142](#), Department of Enterprise Services [WAC 200-320](#), and Office of Financial Management State Human Resources (OFM/SHR), [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.

**49.2** The Employer will notify the Executive Director of the Union (email to [mandatorynotice@wfse.org](mailto:mandatorynotice@wfse.org)) and satisfy its collective bargaining obligation when it proposes to contract for work that has historically or customarily been performed by bargaining unit members. The notice will include the following information, if known, at the time of notice:

1. The location where the work will be performed;
2. A description of the work to be contracted;
3. A description of the reason for contracting;
4. The estimated duration and amount of the contract;
5. The intended start date; and
6. The date the work must be completed, if applicable.

**49.3** The Union will have twenty-one (21) calendar days from the receipt of the written notice to request negotiations. The request must be in writing and sent to the OFM/SHR/Labor Relations Section (LRS) at [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov), with a copy to the Employer. If the Union does not request negotiations within the twenty-one (21) calendar days, the Employer may contract for work without the need for further negotiations.

1 **49.4** The Employer and the Union recognize the importance of scheduling these  
2 negotiations and/or discussions in an expeditious manner. Unless agreed otherwise,  
3 the parties agree to schedule a bargaining date to occur within thirty (30) calendar  
4 days of receipt of the request to bargain. The parties will agree to the location and  
5 time for the negotiations and/or discussions.

6 **49.5** Participation and release time will be in accordance with [Section 37.4](#).

7 **49.6** In the event of conditions beyond the control of the Employer, such as emergencies  
8 or mandated conditions requiring immediate implementation, the Employer will  
9 notify the Executive Director of the Union in writing (email to  
10 [mandatorynotice@wfse.org](mailto:mandatorynotice@wfse.org)) as soon as practicable.

11

12

**TENTATIVE AGREEMENT REACHED**

13 **FOR THE UNION:**

**FOR THE EMPLOYER:**

14 James Dannen

Janetta Sheehan

15 September 21, 2022 **DATE**

September 20, 2022 **DATE**

16 **JAMES DANNEN**

**JANETTA SHEEHAN**

17

**ARTICLE 50**  
**SHARED SERVICES**

**50.1** 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.

**TENTATIVE AGREEMENT REACHED**

**FOR THE UNION:**

*James Dannen*

September 21, 2022      **DATE**

**JAMES DANNEN**

**FOR THE EMPLOYER:**

*Janetta Sheehan*

September 20, 2022      **DATE**

**JANETTA SHEEHAN**

**ARTICLE 52**  
**SAVINGS CLAUSE**

**Partial Invalidity**

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.

**TENTATIVE AGREEMENT REACHED**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

*James Dannen*

*Janetta Sheehan*

September 21, 2022      **DATE**

September 20, 2022      **DATE**

**JAMES DANNEN**

**JANETTA SHEEHAN**

**ARTICLE 53**

**DISTRIBUTION OF AGREEMENT**

**53.1** The Employer will post the Agreement electronically on each college/district website by the effective date of the Agreement or sixty (60) days after legislative approval, whichever is later.

**53.2** The Office of Financial Management will provide a copy to the Union in electronic format.

**53.3** The Employer will provide all current and new employees with a link to the Agreement. All employees will be authorized access to the Agreement link. Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time on state-purchased paper and state-owned equipment.

**TENTATIVE AGREEMENT REACHED**

**FOR THE UNION:**

*James Dannen*

September 21, 2022

**DATE**

**JAMES DANNEN**

**FOR THE EMPLOYER:**

*Janetta Sheehan*

September 20, 2022

**DATE**

**JANETTA SHEEHAN**

**ARTICLE 54**  
**TERM OF AGREEMENT**

**54.1** All provisions of this Agreement will become effective July 1, 202~~3~~<sup>4</sup>, and will remain in full force and effect through June 30, 202~~3~~<sup>4</sup>; 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, 202~~4~~<sup>2</sup> and no later than January 31, 202~~4~~<sup>2</sup>. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

**TENTATIVE AGREEMENT REACHED**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

James Dannen

Janetta Sheehan

September 21, 2022      **DATE**

September 20, 2022      **DATE**

**JAMES DANNEN**

**JANETTA SHEEHAN**

Bellevue College	Non-Supervisory Maintenance, Grounds, and Mail	Custodial,	10388
Centralia College	Non-Supervisory Classified		10324
	Supervisory Classified		10358
CCs of Spokane	Non-Supervisory Classified		12599
	Supervisory Classified		10168
Everett CC	Non-Supervisory Classified		10241
	Supervisory Classified		8428
Green River College	Non-Supervisory Classified		10244
Lower Columbia College	Non-Supervisory Classified		10236-A

	Supervisory Classified	10242
Peninsula College	Non-Supervisory Classified	10243
Seattle College District	Non-Supervisory Classified	9113
	Supervisory Classified	10253
Shoreline CC	Non-Supervisory Custodial, Maintenance, Grounds, and Mail	10327
	Non-Supervisory Classified	10357
	Supervisory Classified	10356
South Puget Sound CC	Non-Supervisory Classified	10385
	Supervisory Classified	10355
Tacoma CC	Non-Supervisory Classified	10390
	Supervisory Employees	9513
Whatcom CC	All Classified	10237-A



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**TENTATIVE AGREEMENT REACHED**

2

**FOR THE UNION:**

**FOR THE EMPLOYER:**

3

*James Dannen*

*Janetta Sheehan*

4

September 21, 2022      **DATE**

September 20, 2022      **DATE**

5

**JAMES DANNEN**

**JANETTA SHEEHAN**

6

**APPENDIX K**  
**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~~ percentages 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 A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Ref #29.

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Group B

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Assigned Duty	Premium	Reference#
Dual Language Requirement	5%	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 Unified English Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus five percent ~~(5%)two (2) additional ranges~~.

**Commented [SJ(1):** This is just a clean up to be consistent that it is a percentage not a range.

Group C

GROUP C			
Agency/Class Code	Class Title	Location	Increase
Bellevue College			
594J	Grounds and Nursery Services Specialist 2	Bellevue	5-percent
594K	Grounds and Nursery Services Specialist 3	Bellevue	5-percent
594L	Grounds and Nursery Services Specialist 4	Bellevue	2.5 percent

~~REFERENCE #29:~~

~~Upon review and approval from the OFM State Human Resources, employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees, which would severely impair the effective operation of the agency, will be compensated a percentage increase as detailed within the Group C listing. (Eff. 5/01; Rev.~~

TENTATIVE AGREEMENT REACHED

FOR THE UNION:

James Dannen

September 21, 2022      DATE

JAMES DANNEN

FOR THE EMPLOYER:

Janetta Sheehan

September 20, 2022      DATE

JANETTA SHEEHAN

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND**

**THE WASHINGTON FEDERATION OF STATE EMPLOYEES – HIGHER  
EDUCATION COALITION**

**Data Sharing Agreement**

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the Coalition (Union) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the Coalition unions which ensures that OFM provided confidential information is protected and used only for purposes authorized by the data sharing agreement.

DSAs are part of a suite of tools designated to safeguard and protect employee information. DSAs are a best practice when an agency shares category 3 or higher data. Additionally, the Office of the Chief Information Officer outlines in policy #[141.10](#) that when an agency shares category 3 or higher data outside of their agency, an agreement must be in place unless otherwise prescribed by law.

Data shared under the DSA will be in response to information requests, status reports, and voluntary deductions reporting as set forth in the collective bargaining agreement and covers both Category 3 and 4 data, including Personal Information and Confidential Information that OFM may provide.

**Category 3 – Confidential Information**

Confidential information is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

- a. Personal information as defined in RCW 42.56.590 and RCW 19.255.005.
- b. Information about public employees as defined in RCW 42.56.250.
- c. Lists of individuals for commercial purposes as defined in RCW 42.56.070 (8).
- d. Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.

**Category 4 – Confidential Information Requiring Special Handling**

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

TENTATIVE AGREEMENT - MOU DATA SHARING AGREEMENT (DSA)

WFSE HE/2023-2025 Negotiations

September 20, 2022

Page 2 of 2

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

**In recognition of the above, the parties agree to the following:**

The Employer and the Coalition strive to ensure that any sharing of personal or confidential information is supported by a written DSA, which will address the following:

- (1) The data that will be shared.
- (2) The specific authority for sharing the data.
- (3) The classification of the data shared.
- (4) Access methods for the shared data.
- (5) Authorized users and operations permitted.
- (6) Protection of the data in transport and at rest.
- (7) Storage and disposal of data no longer required.
- (8) Backup requirements for the data if applicable.
- (9) Other applicable data handling requirements.

**The provisions contained in this MOU become effective on July 1, 2023. This MOU shall expire June 30, 2025.**

For the Employer:

Janetta Sheehan 09/20/2022  
Janetta (Jenny) Sheehan Date

For the Union:

James Dannen 09/21/2022  
James Dannen Date