
COLLECTIVE BARGAINING AGREEMENT



THE STATE OF WASHINGTON

AND

WASHINGTON FEDERATION OF STATE
EMPLOYEES HIGHER EDUCATION
COMMUNITY COLLEGE COALITION
(WFSE HE CCC)

EFFECTIVE

JULY 1, ~~2021~~2023 THROUGH JUNE 30, ~~2023~~2025



~~2021-2023~~
2023-2025

**WASHINGTON FEDERATION OF STATE EMPLOYEES
HIGHER EDUCATION COMMUNITY COLLEGE COALITION
~~2021-2023~~2023-2025**

***PLACEHOLDER**

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PREAMBLE

This Agreement is made and entered into by the State of Washington, referred to as the “State,” on behalf of each separate institution of higher education listed below, referred to as the “Employer,” as part of their State Community College Coalition (State CCC), and the Washington Federation of State Employees (WFSE), AFSCME Council 28, AFL-CIO, referred to as the “Union,” as part of the WFSE Community College Coalition (WFSE CCC).

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

The following are the Institutions of Higher Education:

<u>District</u>	<u>College</u>
8	Bellevue College
12	Centralia College
17	Community Colleges of Spokane
5	Everett Community College
10	Green River College
13	Lower Columbia College
1	Peninsula College
6	Seattle College District
7	Shoreline Community College
24	South Puget Sound Community College
22	Tacoma Community College
21	Whatcom Community College

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.

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 of Civil Rights, or the Equal Employment Opportunities Commission.

ARTICLE 3

WORKPLACE BEHAVIOR

- 3.1** The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not promote a college's/district's business, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.
- 3.2** Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or the Human Resources Office. An employee or the employee's representative should identify complaints as inappropriate workplace behavior. The Employer will investigate the reported behavior and take appropriate action as necessary. The employee and/or union representative will be notified upon conclusion of the investigation. Upon request, the Employer will provide the employee and the union representative with a copy of the investigation report.
- 3.3** Retaliation against employees who make a workplace behavior complaint will not be tolerated.
- 3.4** Supervisors, managers and Human Resource Office staff will be trained on [Article 3](#), Workplace Behavior. The Employer and the Union agree to prepare and make available online a 15-minute joint training online presentation on workplace behavior for all employees covered by this CBA and their supervisors, managers and Human Resources staff.
- 3.5** Grievances related to this Article may be processed through Step 3 of the Grievance Procedure.

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

4.3 Types of Appointment

- A. Regular Employment
The Employer may fill a position with a regular employment appointment for positions scheduled to work twelve (12) months per year.
- B. Cyclic Year Employment

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

When additional work is required of a cyclic position during a period for which the position was scheduled for leave without pay, the temporary work will be offered to the incumbent. 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) months ~~twenty-four (24)~~. 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 a non-permanent appointment. ~~A one business day break in service between non-permanent appointments is allowed.~~
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.

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

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 status in the in-training position. The separation of an employee will not be subject to the grievance procedure in [Article 30](#).

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

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

The employee's reversion right will be to the job classification that the employee held permanent status 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.

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.
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 initial trial service period for an individual employee or for all employees in a class as long as the extension does not cause the total trial service period to exceed twelve (12) consecutive months. If the Employer extends an individual employee's trial service period, the Employer will provide the employee with written reasons for the extension. Employees in an in-training appointment will follow the provisions outlined in [Subsection 4.3 E](#).
2. If the Employer converts the status of a non-permanent appointment to a permanent appointment, an incumbent employee who has already attained permanent status will serve a trial service period. However, the Employer will credit time worked in the non-permanent appointment toward completion of the trial service period per [Subsection 4.3 D.3](#).

3. Any employee serving a trial service period will have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service, or temporary reduction of work hours under Article 35.5 B, and C.
4. With three (3) working days' written notice by the Employer, an employee who does not successfully complete their trial service period will be offered a funded position in the same college/district that is:
 - a. Vacant and is within the trial service employee's previously held job classification; or
 - b. Vacant at or below the employee's previous salary range.

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

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

5. An employee who has no reversion options or does not revert to the classification they held prior to the trial service period may request the Human Resources Office to place their name on the layoff list for positions in job classifications where they had previously attained permanent status.
6. An employee serving a trial service period may voluntarily revert to their former position within fifteen (15) calendar days after the appointment, provided that the position has not been filled or an offer has not been made to an applicant. The Employer may consider requests after the fifteen (15) day period. After fifteen (15) days, an employee serving a trial service period may voluntarily revert at any time to a vacant position in the same college/district that is:
 - a. Within the employee's previously held job classification; or
 - b. At or below the employee's previous salary range.

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

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.

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.

ARTICLE 5

TEMPORARY ~~PART-TIME HOURLY HOURLY PART-TIME HOURLY~~ APPOINTMENTS

5.1 The Employer may make temporary appointments (~~also referred to as "part-time hourly" temporary hourly appointments~~) per [RCW 41.06.070\(1\)\(l\)](#) and corresponding ~~WAC 357-04-035 and WAC 357-04-045~~ [WAC 357-04](#).

A. Temporary Hourly Appointments

The provisions of WAC 357-04-045 requires:

- (a) The employee is employed twelve consecutive months or less;
- (b) The employee is employed for one thousand fifty hours (1050) or less in that same twelve consecutive month period which begins from the original date of hire or July 1, 2022, whichever is later; and
- (c) The employee is limited to one appointment only with the same higher education employer that meets the criteria in (a) and (b) of this subsection.

~~Individuals in these appointments are limited to one thousand fifty (1,050) hours of work in a twelve (12) consecutive month period from the individual's original date of hire. For the purposes of counting the one thousand fifty (1,050) hours, the twelve (12) month period will begin on the employee's original date of hire. The next twelve (12) month period will repeat accordingly and this pattern will continue.~~

AB. Represented Individuals

~~Excluding students, individuals in part-time temporary hourly appointments who have worked more than three hundred fifty hours from the original date of hire, who work between three hundred fifty (350) hours and one thousand fifty (1,050) hours in a twelve (12) consecutive month period from the original date of hire who are members of the bargaining units identified in Appendix A represented by the Union, and are governed by the specific terms of this Article. Once the employee works at least three hundred fifty (350) hours the employee remains a represented individual until the end of the first twelve-month period or 1050 hours in which the employee does not work at least three hundred fifty (350) hours in a twelve (12) consecutive month period from the date of hire whichever comes first. An employee who has not worked sufficient hours to remain a represented individual is excluded from the bargaining unit until the employee again works at least three hundred fifty (350) hours in a twelve (12) month period from the original date of hire.~~

BC. Upon an employee's inclusion in the bargaining unit, the Employer 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. Within ninety (90) days of an employee's start date in the bargaining unit 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 this Collective Bargaining Agreement This presentation may occur during a formal or informal new employee orientation provided by the Employer. 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.~~

~~ED.~~ If the Employer deducts union dues, subject to [Article 41](#), Union Dues/ Deduction and Status Reports, from a ~~part-timetemporary~~ hourly employee's paycheck and the employee is later determined to not be a represented individual by a court or an administrative agency of competent jurisdiction, the Union will reimburse the employee for the fees deducted. In addition, the Union and the employee will indemnify the State, the Employer and the State Board for Community and Technical Colleges for all costs associated with grievances, unfair labor practices and/or lawsuits associated with the deduction of dues from a ~~part-timetemporary~~ hourly employee's paycheck and the employee is later determined to not be a represented individual by a court or an administrative agency of competent jurisdiction.

~~DE.~~ Unless identified in [Sections 5.9](#), [5.12](#), [5.14](#) and [5.15](#), below, no other Articles in this Agreement apply to represented individuals.

~~E. — The Employer may petition the Assistant Director of the Office of the State Human Resources for approval of exceptions to the one thousand fifty (1,050) hour threshold specified above. The Employer will provide the Executive Director of the Union with a copy of the petition.~~

5.2 Appointment Notice

Prior to the start of a ~~part-timetemporary~~ hourly appointment, the ~~part-timetemporary~~ hourly appointee must be notified in writing of the conditions of the appointment. The written notification must contain the following information regarding the appointment:

- A. The reason for the ~~part-timetemporary~~ hourly appointment;
- B. The hours of work and the hourly rate of pay;
- C. The anticipated duration of the appointment;
- D. A statement regarding the receipt or non-receipt of benefits;
- E. The employee's original date of hire in a ~~part-timetemporary~~ hourly appointment;
- F. A description of when they may become a represented individual, included in the bargaining unit and covered by this Agreement;
- G. A statement of the Union's exclusive recognition and union security provision; and

H. The right to request remedial action as provided in Section 5.8, below.

~~Once an individual has completed their limited temporary hourly appointment, pursuant to WAC 357-04-046 higher education employers may convert employees who have exhausted their temporary hourly appointment by appointing them as a non-permanent or permanent appointment, or through the processes identified in Article 4.~~

5.3 Compensation

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

B. ~~Temporary hourly appointees will be paid at least the Washington state minimum wage.~~

~~1. After the increase in Subsection 5.3 B.2, effective July 1, 2019, all represented part-time hourly appointees will earn a minimum fourteen dollars (\$14.00) per hour.~~

~~2. Effective July 1, 2019, represented part-time hourly appointees who were earning more than fourteen dollars (\$14.00) per hour prior to July 1, 2019 and who reach the three hundred fifty (350) hour threshold on or after July 1, 2019 through June 30, 2020 will receive a three percent (3%) increase to their salary.~~

~~C. Effective July 1, 2020, all represented part-time hourly appointees who have reached the three hundred fifty (350) hour threshold on or after July 1, 2020 through June 30, 2021, will receive a three percent (3%) increase to their salary.~~

DC. Minimum Wages Determined by Local Ordinances

~~After the increase in Subsection 5.3 B.2, a~~ny employee who has a primary assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in this Collective Bargaining Agreement, will be paid no less than the minimum wage directed by the local ordinance. The Employer will first consider the hourly wage of the employee's base salary plus any applicable King County Premium Pay under the below Subsection E. If, after this consideration, the employee's salary is still below the local ordinance minimum wage, the Employer will place the employee at the minimum wage requirement of the local ordinance.

ED. King County Premium Pay

Employees assigned to a primary duty station in King County will receive five percent (5%) premium pay calculated from their base salary. When an

employee no longer has their primary duty station in King County, they will not be eligible for this premium pay.

~~FE.~~ Represented ~~part-time~~ temporary hourly appointees who are paid based on the General Service Salary Schedule will continue to be paid based on the step of the General Service Salary Schedule they are assigned and therefore will receive any negotiated increases to the General Service salary Schedule. ~~These part-time hourly employees will also not receive the increases in Subsection 5.3 B.2 and C.~~

5.4 Hours of Work and Overtime

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

5.5 ~~Hiring and Appointments~~

~~Section 4.1 as specifically established in Subsections 4.2(A), (E) and (F) applies to part-time hourly appointees.~~

5.6 Release Time for Interviews

Release time will be granted to represented individuals for the purposes of interviewing for positions within the employee's college.

5.67 Suspended Operations

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 represented individuals:

- A. When prior notice has not been given, represented individuals released until further notice after reporting to work will be compensated for hours worked on the first day of suspended operations.
- B. Represented individuals who are not required to work during suspended operations may request and may be granted a schedule change during their workweek.
- C. Represented individuals who are required to work during suspended operations will receive one and one-half (1-1/2) times their regular hourly rate for work performed during the period of suspended operation. Overtime worked during suspended operations will be compensated in accordance with [Section 5.4](#), above.

5.78 Remedial Action

- A. If a represented individual has worked more than one thousand fifty (1,050) hours in a twelve (12) month period from the individual's original date of hire, they may request remedial action from the Assistant Director of State Human Resources or the designee in accordance with [WAC 357-49](#).

Following the Director's review of the remedial action request, an individual may file exceptions to the Director's decision in accordance with [WAC 357](#).

- B. Remedial action is not subject to the provisions of the grievance procedure specified in [Section 5.15](#), below.

5.89 Training and Employee Development

Sections 9.2 and 9.3 of [Article 9](#), Training and Employee Development, apply to represented individuals.

5.910 Holiday Pay

~~Part-time~~ ~~Temporary~~ hourly employees required to work on a recognized holiday identified in [Section 10.1](#) of this Agreement will receive compensation at a rate of one and one half (1-1/2) times their regular rate for all hours worked on the holiday.

5.101 Schedule Adjustment

~~Part-time~~ ~~Temporary~~ hourly employees who are scheduled to work and who, in the event of an unforeseen circumstance have to leave or miss work, may be allowed to make up the missed time during the same pay period.

5.112 Reasonable Accommodation

[Sections 34.1 through 34.3](#), disability, safety and pregnancy reasonable accommodations of [Article 34](#), Reasonable Accommodation and Disability Separation, apply to represented individuals.

5.123 Unpaid Holidays for a Reason of Faith or Conscience

A. Pursuant to [RCW 1.16.050\(3\)](#), 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. Employees will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

5.134 Other Provisions

The following Articles in this Agreement apply to represented individuals:

Article 1	Union Recognition
Article 2	Non-Discrimination
Article 3	Workplace Behavior
Article 20	Safety and Health
Article 21	Uniforms, Tools and Equipment
Article 22	Drug and Alcohol Free Workplace

Article 23	Travel
Article 24	Commute Trip Reduction and Parking
Article 25	Licensure and Certification
Article 26	Volunteers and Student Workers
Article 28	Privacy and Off-Duty Conduct
Article 31	Legal Defense
Article 32	Employee Assistance Program
Article 33	Employee Files
Article 36	Management Rights
Article 37	Mandatory Subjects
Article 38	Union-Management Communication Committee
Article 40	Union Rights and Activities
Article 41	Union Dues Deduction and Status Reports
Article 44	Healthcare Benefit Amounts (if qualified per PEBB)
Article 46	Childcare Centers
Article 47	Employee Lounge Facilities
Article 48	Strikes
Article 51	Entire Agreement
Article 52	Savings Clause
Article 53	Distribution of Agreement
Article 54	Term of Agreement

5.145 Grievance

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

The provisions of [Article 30](#), Grievance Procedure, apply to represented individuals as follows:

- [30.1](#) Applies in its entirety.
- [30.2](#) A does not apply.
- [30.2](#) B-O apply in their entirety.
- [30.3](#) A applies in its entirety.
- [30.3](#) B does not apply.
- [30.3](#) C, Step 1 applies in its entirety.
- [30.3](#) C, Step 2 applies in its entirety.
- [30.3](#) C, Step 3 applies only for the Pre-Arbitration Review Meeting for non-disciplinary grievances.
- [30.3](#) C, Step 4 applies only for non-disciplinary grievances.
- [30.4](#) Applies in its entirety.

The remainder of [Article 30](#), Grievance Procedure, does not apply.

5.156 Sick Leave

For ~~part-time~~temporary hourly employees in overtime-eligible positions, the Employer will follow the applicable paid sick leave provisions in the Minimum Wage Requirements and Labor Standards, [RCW 49.46.200](#) et seq. and [WACs 296-128-600](#) et seq.

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;
 4. Identifying performance goals and expectations for the next appraisal period; and
 5. Identifying employee training and development needs.
- C. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt of the forms, and any comments by the employee. A copy of the performance evaluation will be

provided to the employee at the time of the review. A copy of the final performance evaluation, including any employee or reviewer comments, will be provided to the employee. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

- D. If an employee disagrees with their performance evaluation, the employee has the right to attach a rebuttal.
 - E. The performance evaluation process is subject to the grievance procedure in [Article 30](#). The specific content of a performance evaluation is not subject to the grievance procedure.
 - F. Performance evaluations will not be used to initiate personnel actions such as transfer, promotion, or discipline.
- 6.3** Training on performance evaluations will be offered to all bargaining unit employees.

ARTICLE 7 HOURS OF WORK

7.1 Definitions

- A. Full-time Employees
Employees who are scheduled to work forty (40) hours per workweek.
- B. Overtime-Eligible Employees
Employees who are covered by the overtime provisions of state and federal law.
- C. Overtime-Exempt Employees
Employees who are not covered by the overtime provisions of state and federal law.
- D. Part-time Employees
Employees who are scheduled to work less than forty (40) hours per workweek.
- E. Work Schedules
Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.
- F. Work Shift
The hours an employee is scheduled to work each workday in a workweek.

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

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

I. Telework

Telework is the practice of using mobile technology to performing required job functions from an employee's home, a college/district satellite location or alternate work site approved by another management. approved location. the college/district in accordance with its policy and procedure.

7.2 Determination

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

7.3 Overtime-Eligible Employees

A. Work Schedules

1. Regular Work Schedules

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

2. Alternate Work Schedules

Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state law. When there is a holiday, employees may be required to switch from their alternate work schedules to regular work schedules.

3. The Employer will not adjust the workday or the employee's workweek to avoid the payment of overtime or accrual of

compensatory time. This provision will not apply when an employee requests or agrees to change their hours within the workweek and works no more than forty (40) hours within the workweek.

B. Schedule Changes

1. Temporary Schedule Changes

Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting twenty-one (21) calendar days or less. Overtime-eligible employees will receive five (5) calendar days' written notice of any temporary schedule change. The day that notification is given is considered the first day of notice. Notice will normally be given to the affected employees during their scheduled working hours. If an affected employee is on extended leave, notice may be sent to the employee's last known address.

2. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive ten (10) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice. Notice will normally be given to the affected employees during their scheduled working hours. If an affected employee is on extended leave, notice may be sent to the employee's last known address.

3. Emergency Schedule Changes

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

4. Employee-Requested Schedule Changes

Overtime-eligible employees' workweeks and work schedules may be changed at the employee's request and with the Employer's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred. A request for a temporary schedule change may be approved for up to 90 days.

C. Home Phone Calls

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

7.4 Overtime-Eligible Employees Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by [WAC 296-126-092](#). Unpaid meal periods for employees working more than five (5) consecutive hours,

if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible, taking into account the Employer's work requirements and the employee's wishes. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume their unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

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

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

7.6 Overtime-Eligible Employees Rest Periods

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

7.7 Overtime-Eligible Employees - Positive Time Reporting

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

7.8 All Overtime-Eligible Employees Subpoenaed to Appear in Court

Employees will promptly inform the Employer when they receive a subpoena. An overtime-eligible employee who is subpoenaed to appear in court, provided the subpoena is related to their job function or involves matters they have witnessed at work, will be compensated for appearing in court and for travel per the OFM guidelines.

7.9 Overtime-Exempt Employees

Overtime-exempt employees are not covered by federal or state overtime laws. Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide the public services for

which they were hired. These employees are accountable for their work product, and for meeting the objectives of the college/district for which they work. The Employer's policy for all overtime-exempt employees is as follows:

- A. The Employer determines the products, services, and standards which must be met by overtime-exempt employees.
- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
- C. The salary paid to overtime-exempt employees is full compensation for all hours worked.
- D. Overtime-exempt employees are not authorized to receive any form of overtime compensation, formal or informal.
- E. Exchange Time
The appointing authority or their designee will approve overtime exempt employee absences with pay for extraordinary or excessive hours worked, without charging leave. Excess hours ~~may~~ will be documented and ~~may be~~ accrued for later use as "exchange time." Exchange time may be used for purposes that would otherwise require the use of vacation and/or sick leave.
- F. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.
- G. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.
- H. All Overtime-Exempt Employees Subpoenaed to Appear in Court
Employees will promptly inform the Employer when they receive a subpoena. An overtime-exempt employee who is subpoenaed to appear in court, provided the subpoena is related to their job function or involves matters they have witnessed at work, will be compensated in accordance with the provisions, above. Any travel will be compensated per the OFM guidelines.

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
7. Any other paid time not listed below.

D. Work for overtime purposes does not include:

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

8.2 Overtime Eligibility and Compensation

Employees are eligible for overtime under the following circumstances:

Overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek will be compensated at the overtime rate. An employee whose workweek is less than forty (40) hours will be paid at their regular rate of

pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work more than forty (40) hours in a workweek.

8.3 General Provisions

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

8.4 Compensatory Time for Overtime-Eligible Employees

- A. Compensatory Time Eligibility
The Employer may grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee, upon agreement between the supervisor and the employee. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.
- B. Maximum Compensatory Time
Employees may accumulate no more than one hundred and sixty (160) hours of compensatory time.
- C. Compensatory Time Use
An employee must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave or the employee is using vacation leave for domestic violence leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in [Article 11](#), Vacation Leave. Employees may use compensatory time for leave as required by the Domestic Violence Leave Act, [RCW 49.76](#). The Employer may schedule an employee to use their compensatory time with seven (7) calendar days' notice.
- D. Compensatory Time Cash Out
 - 1. All compensatory time must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor will contact the employee to review their schedule. The employee's compensatory

time balance will be cashed out every June 30th or when the employee separates from the Employer. Employers may continue their current practices with respect to compensatory time cash out when the employee transfers to another position.

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

ARTICLE 9 TRAINING AND EMPLOYEE DEVELOPMENT

- 9.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance an employee's ability to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with 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.
 - C. The Employer will arrange training on this Agreement for all bargaining unit employees no less than once per contract year. The Employer and the Union recognize the value of, and encourage joint training when possible.

- 9.4 Employees may communicate their education and skill development training desires annually through the performance evaluation process.
- 9.5 Employees who wish to use the tuition fee waiver program to register for qualifying online or classroom courses will be allowed to do so in accordance with the Employer’s current practice or policy and [RCW 28B.15.558](#), provided it allows employees to participate from the first day of class unless a capacity concern exists.
- 9.6 Employees may request schedule changes to attend college courses in accordance with [Subsection 7.3 B.4](#) and [Subsection 7.9 F](#).

**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 25th
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, p](#)Permanent and probationary employees working twelve (12) month schedules or cyclic year employees who work full monthly schedules throughout their work year will receive

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

- D. Cyclic year employees scheduled to work less than full monthly schedules throughout their work year qualify for holiday compensation if they work or are in pay status on their last regularly scheduled working day preceding the holiday. Cyclic year employees will be entitled to the number of paid hours on a holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- E. Holiday Pay
Permanent and probationary employees will receive pay equivalent to the employee's work shift on the holiday.
- F. Nothing precludes the Employer, with prior notice, from switching an employee from an alternate work schedule to a regular work schedule during the week of a holiday.
- G. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.
- H. Holidays that fall on the Employee's Day Off
When a holiday falls on the employee's scheduled day off the Employer will provide an alternate day off or, by agreement between the employee and the appointing authority or designee, the Employer will pay the employee for the number of holiday hours they are entitled to.
- I. When a holiday falls on a Saturday, the Friday before will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.
- J. The holiday for night shift employees whose schedule begins on one calendar day and ends on the next calendar day will be determined by the Employer. It will start either at:
1. The beginning of the scheduled night shift that begins on the holiday; or
 2. The beginning of the shift that precedes the calendar holiday.

10.4 Personal Holidays

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

- A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.
- B. The Employer will release the employee from work on the day selected as the personal holiday if:
 - 1. The employee has given at least 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 an Employer to continue its work efficiently and not incur overtime.
- C. Personal holidays may not be carried over to the next calendar year except when an eligible employee's request to take their personal holiday has been denied or canceled. The employee will attempt to reschedule their personal holiday during the balance of the calendar year. If they are unable to reschedule the day, it will be carried over to the next calendar year.
- D. Employers may adopt eligibility policies to determine which requests for particular dates will be granted if all requests cannot be granted.
- E. The pay for an employee's personal holiday is equivalent to the employee's work shift on the day selected for the personal holiday absence.
- F. Part or all of a personal holiday may be donated to another employee for shared leave as provided in [RCW 41.04.665](#). When donating a personal holiday for shared leave, a personal holiday for a full-time employee is eight (8) hours and a personal holiday for a less than full-time employee is pro-rated. Any remaining portions of a personal holiday must be taken as one (1) absence, not to exceed the work shift on the day of the absence.
- G. Part or all of a personal holiday may be used for:
 - 1. The care of family members as required by the Family Care Act, [WAC 296-130](#);
 - 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#) and in accordance with [Section 19.14](#); or
 - 3. Leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

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

- H. The Employer may allow an employee who has used all of their sick leave to use all of a personal holiday for sick leave purposes as provided in [Subsection 12.2](#) A. An employee who has used all of their sick leave may use all of a personal holiday for sick leave purposes as provided in [Subsections 12.2](#) B – H.

**ARTICLE 11
VACATION LEAVE**

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

11.2 Vacation Leave Credits

Employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

11.3 Vacation Leave Accrual

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

- A. Employees working less than full-time schedules will accrue vacation leave on the same proportional basis that their appointment bears to a full-time appointment.
- B. Vacation leave will not accrue during leave without pay that exceeds ten (10) working days in any calendar month, nor will credit be given toward the rate of vacation leave accrual except during military leave without pay.
- C. The scheduled period of cyclic year position leave without pay will not be deducted for purposes of computing the rate of vacation leave accrual for cyclic year employees.
- D. Vacation leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

11.4 Vacation Leave Accrual Rate Schedule

Full Years of Service	Monthly Rates	Hours per Year
During the first, and second, <u>third, and fourth</u> years of continuous state employment	9-11 hours, 20 minutes	One hundred thirty-six <u>twelve</u> (112 <u>136</u>)
During the third year of continuous state employment	10 hours	One hundred twenty (120)
During the fourth year of continuous state employment	10 hours, 40 minutes	One hundred twenty-eight (128)

During the fifth and sixth years of total state employment	11 hours, 20 minutes	One hundred thirty-six (136)
During the seventh, eighth and ninth years of total state employment	12 hours	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth and fourteenth years of total state employment	13 hours, 20 minutes	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth and nineteenth years of total state employment	14 hours, 40 minutes	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of total state employment	16 hours	One hundred ninety-two (192)
During the twenty-fifth year of total state employment	16 hours, 40 minutes	Two hundred (200)

* The provisions related to the first four years of vacation leave is for the biennium contract beginning July 1, 2023 and will expire on June 30, 2025 unless agreed to in subsequent successor negotiations.

11.5 Vacation Scheduling for 24/7 Operations

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

11.6 Vacation Scheduling for All Employees

- A. Vacation leave will be charged in the amount actually used by the employee.
- B. When considering requests for vacation leave the Employer will take into account the desires of the employee but may require that leave be taken at a time convenient to the Employer. The Employer may provide notice to employees when anticipated staffing needs may result in minimal approval of vacation leave requests.
- C. An employee will not request or be authorized to take scheduled vacation leave if they will not have sufficient vacation leave to cover such absence at the time the leave will commence.
- D. Vacation leave will be approved or denied as soon as possible, but in no case more than ten (10) calendar days of the request. If the leave is denied, a reason will be provided in writing.

11.7 Family Care

Employees may use vacation leave for care of family members as required by the Family Care Act, [WAC 296-130](#).

11.8 Military Family Leave

Employees may use vacation leave for leave as required by the Military Family Leave Act, [RCW 49.77](#) and in accordance with [Section 19.14](#).

11.9 Domestic Violence Leave

Employees may use vacation leave for leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

11.10 Use of Vacation Leave for Sick Leave Purposes

The Employer may allow an employee who has used all of their sick leave to use vacation leave for sick leave purposes as provided in [Subsection 12.2 A](#). An employee who has used all of their sick leave may use vacation leave for sick leave purposes as provided in [Subsections 12.2 B – H](#).

11.11 Emergency Childcare

Employees may use vacation leave for childcare emergencies after the employee has exhausted all of their accrued compensatory time. Use of vacation leave and sick leave for emergency childcare is limited to a combined maximum of five (5) days per calendar year.

11.12 Vacation Cancellation

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

11.13 Vacation Leave Maximum

Employees may accumulate maximum vacation leave balances not to exceed two hundred and forty (240) hours. However, there are three (3) exceptions that allow vacation leave to accumulate above the maximum:

- A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the Employer will grant an extension for each month that the Employer must defer the employee's request for vacation leave.
- B. An employee may also accumulate vacation leave days in excess of two hundred and forty (240) hours as long as the employee uses the excess balance prior to their anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

- C. When an employee reaches a balance of more than three hundred (300) hours, the supervisor may work with the employee to schedule leave until the leave balance falls below three hundred (300) hours.

11.14 Separation

Any employee, who has been employed for at least six (6) continuous months will be entitled to payment for vacation leave credits when they:

- A. Resign,
- B. Retire,
- C. Are laid-off, or
- D. Are terminated by the Employer.

In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

ARTICLE 12 SICK LEAVE

12.1 Sick Leave Accrual

Employees will accrue eight (8) hours of sick leave per month under the following conditions:

- A. Employees working less than a full-time schedule will accrue sick leave credit on the same proportional basis that their employment schedule bears to a full-time schedule.
- B. For overtime-exempt positions: Sick leave credit will not accrue for employees during leave without pay which exceeds ten (10) working days in any calendar month.

For overtime-eligible positions: Employees, who have been on leave without pay which exceeds ten (10) working days in a calendar month and have worked during this month, will accrue sick leave at the rate of one (1) hour of sick leave per forty (40) hours worked up to a maximum of eight (8) hours of sick leave in a month, in accordance with the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#).

- C. Sick leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

12.2 Sick Leave Use

Sick leave may be used for:

- A.
 - 1. A personal illness, injury or medical disability that prevents the employee from performing their job, or personal medical or dental appointments.
 - 2. The reasons allowed under the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#).
 - 3. Any condition identified in WAC 357-31-130(1).

- B.
 - 1. Care of family members as required by the Family Care Act, [WAC 296-130](#).
 - 2. Illness or preventive health care appointments of relatives, significant others and domestic partners when the presence of the employee is required.
 - 3. The reasons allowed under the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#), family members to include a:
 - a. Child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - b. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - c. Spouse;
 - d. Registered domestic partner, as defined by [RCW 26.60](#);
 - e. Grandparent;
 - f. Grandchild; or
 - g. Sibling.

- C. In accordance with the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#), when an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; health-related reason, as defined in [WAC 296-128-600 \(8\)](#), means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material; and health-related reason does not include closure for inclement weather.

- D. A death of any relative that requires the employee's absence from work. Relatives are defined for this purpose as spouse, significant other, domestic partner, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law, ex-spouse or the employee's ex-mother/father-in-law when the employee has a related minor child, and corresponding relatives of employee's spouse, significant other or domestic partner.
- E. Childcare emergencies after the employee has exhausted all of their accrued compensatory time. Use of sick leave and vacation leave for emergency childcare is limited to a combined maximum of five (5) days per calendar year.
- F. Leave for Military Family Leave as required by [RCW 49.77](#) and in accordance with [Section 19.14](#).
- G. Leave for Domestic Violence Leave as required by [RCW 49.76](#).
- H. Qualifying absences for Family and Medical Leave ([Article 15](#)).

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

The Employer will allow an employee who has used all of their sick leave to use compensatory time, vacation leave, personal leave or all of a personal holiday for sick leave purposes as provided in [Subsection 12.2A](#). An employee who has used all of their sick leave may use compensatory time, vacation leave, personal leave or all of a personal holiday for sick leave purposes as provided in [Subsection 12.2 B](#).

12.4 Restoration of Vacation Leave

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

12.5 Sick Leave Reporting, Certification and Verification

- A. An employee must promptly notify their supervisor on their first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If an employee is in a position where a relief replacement is necessary if they are absent, they will notify their supervisor at least two (2) hours prior to their scheduled time to report to work (excluding leave taken in accordance with [RCW 49.76](#) - Domestic Violence Leave).
- B. If the Employer suspects abuse, the Employer may discuss FMLA eligibility and/or require a written medical certificate for any sick leave absence. When a medical certificate is required, the Employer will state the reasons for suspicion of sick leave abuse. The Employer will not require

continuous medical verification for longer than six (6) months as a result of the Employer suspecting abuse.

If medical certification or verification is required for overtime eligible positions, it shall be in accordance with the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#), [WACs 296-128-600](#) et seq. sick leave provisions and this Agreement. The Employer may not adopt or enforce any policy that counts the use of paid sick leave for an authorized purpose as an absence that may lead to or result in discipline against the employee.

- C. An employee returning to work after any absence for a sick leave purpose that exceeds three (3) days may be required to provide written certification from their health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

12.6 Sick Leave Annual Cash Out

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

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred eighty (480) hours; and
- C. The employee notifies their payroll office by January 31st that they would like to convert sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

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

12.7 Sick Leave Separation Cash Out

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

12.8 Reemployment

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

12.9 Carry Forward and Transfer

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

ARTICLE 13 SHARED LEAVE

13.1 Shared Leave

The purpose of the leave sharing program is to permit state employees, at no significantly increased cost to the State, of providing leave to come to the aid of another state employee who has been called to service in the uniformed services, who is responding to a state of emergency anywhere within the United States declared by the federal or state government, who is a victim of domestic violence, sexual assault, or stalking, or who is suffering from or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause the employee to take leave without pay or terminate their employment. For purposes of the leave sharing program, the following definitions apply:

- A. "Domestic violence" means physical harm, bodily injury, assault, sexual assault or the infliction of fear of imminent physical harm, bodily injury, assault, or sexual assault, or stalking as defined in [RCW 9A.46.110](#) of one intimate partner by another intimate partner; or of one family or household member by another family or household member as defined in [RCW 26.50.010](#);
- B. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained. (Although part-time hourly appointments are entitled to sick leave, Article 13 does not apply to these appointments.)
- C. "Employee's relative" normally will be limited to the employee's spouse, state registered domestic partner as defined by [RCWs 26.60.020](#) and [26.60.030](#), child, stepchild, grandchild, grandparent, or parent.
- D. "Household members" are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.
- E. "Parental leave" means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster

care, for a period of up to sixteen (16) weeks after the birth or placement. If the birth parent suffers from a pregnancy disability, the period of 16 weeks begins immediately after the pregnancy disability has ended provided that the parental leave is used within the first year of the child's life.

- F. "Pregnancy disability" means a pregnancy-related medical condition or miscarriage.
- G. "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.
- H. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.
- I. "Sexual assault" has the same meaning as in [RCW 70.125.030](#).
- J. "Stalking" has the same meaning as in [RCW 9A.46.110](#).
- K. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.
- L. "Victim" means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Article.

13.2 Shared Leave Receipt

- A. An employee may be eligible to receive shared leave if the Employer has determined the employee meets any of the following criteria:
 1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
 2. The employee has been called to service in the uniformed services;
 3. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a governmental

agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;

4. The employee is a victim of domestic violence, sexual assault, or stalking;
 5. The employee needs the time for parental leave as defined in [Subsection 13.1 E](#); ~~or~~
 6. The employee is sick or temporarily disabled because of pregnancy disability, as defined in [Subsection 13.1 F](#).
 - ~~7. The employee is a current member (or the spouse of a current member) of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability; or~~
 - ~~8. The employee is the spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatments.~~
- B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking, parental leave or pregnancy disability has caused, or is likely to cause, the employee to:
1. Go on leave without pay status; or
 2. Terminate state employment.
- C. The employee's absence and the use of shared leave are justified.
- D. The employee has depleted or will shortly deplete their:
1. Vacation leave, sick leave and personal holiday if the employee qualifies under [Subsection 13.2 A.1](#);
 2. Vacation leave and paid military leave allowed under [RCW 38.40.060](#) if the employee qualifies under [Subsection 13.2 A.2](#);

3. Vacation leave or personal holiday if the employee qualifies under [Subsections 13.2 A.3](#) or [A.4](#); or
 4. Personal holiday and compensatory time, if the employee qualifies under [Subsections 13.2 A.5](#) or [A.6](#). The employee under this Subsection can retain in reserve up to forty (40) hours each of vacation leave and sick leave.
 5. The employee is not required to deplete all of their accrued vacation and sick leave and can maintain up to forty (40) hours of vacation leave and up to forty (40) hours of sick leave to qualify for shared leave.
- E. The employee has abided by the Employer's policy regarding:
1. Sick leave use if the employee qualifies under [Subsections 13.2 A.1](#), [13.2 A.4](#), [A.5](#) or [A.6](#); or
 2. Military leave if the employee qualifies under [Subsection 13.2 A.2](#).
- F. The employee has diligently pursued and been found to be ineligible for benefits under [RCW 51.32](#) if the employee qualifies under [Subsection 13.2 A.1](#).

13.3 Shared Leave Use

- A. The Employer will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than five hundred twenty-two (522) days of shared leave, except that, the Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because they are suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature.
- B. The Employer will require the employee to submit, prior to approval or disapproval:
1. A medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem, and expected date of return to work status for shared leave under [Subsection 13.2 A.1](#);
 2. A copy of the military orders verifying the employee's required absence for shared leave under [Subsection 13.2 A.2](#);

3. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency for shared leave under [Subsection 13.2 A.3](#);
 4. Verification of childbirth or placement of adoption or foster care, when the employee is qualified under [Subsection 13.2 A.5](#); or
 5. Medical certification from a licensed physician or health care provider verifying the pregnancy disability when the employee is qualified under [Subsection 13.2 A.6](#).
- C. The Employer may require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic violence, sexual assault or stalking for shared leave under [Subsection 13.2 A.4](#). Such verification will be in accordance with the Domestic Violence Leave Act, [RCW 49.76](#) and may be one or more of the following:
1. An employee's own written statement;
 2. A statement from an attorney or advocate, member of the clergy, or medical or other professional; and/or
 3. A court order or police report documenting the employee is a victim of domestic violence, sexual assault or stalking.
- D. The Employer should consider other methods of accommodating the employee's needs, such as modified duty, modified hours, flex-time or special assignments in lieu of shared leave usage.
- E. Leave transferred may be transferred from employees of one (1) community college district to an employee of the same community college district or, with the approval of the heads of both state agencies, higher education institutions, school districts or educational service districts, to an employee of another state agency, higher education institution, school district or educational service district.
- F. Vacation leave, sick leave, or all or part of a personal holiday transferred from a donating employee will be used solely for the purpose stated in this Article.
- G. The receiving employee will be paid their regular rate of pay; therefore, the value of one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary.
- H. Eight (8) hours a month of accrued and/or shared leave may be used to provide for the continuation of benefits as provided for by the Public Employee's Benefit Board.

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

13.4 Leave Donation

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

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

13.5 Shared Leave Administration

- A. The calculation of the recipient's leave value will be in accordance with applicable Office of Financial Management policies, regulations, and procedures. The leave received will be coded as shared leave and be maintained separately from all other leave balances.

1. An employee receiving industrial insurance replacement benefits may not receive greater than twenty-five percent (25%) of their base salary from the receipt of shared leave.
 2. Shared leave may be used intermittently or on nonconsecutive days so long as the leave has not been returned under Subsection 13.5(F) of this Article.
- B. An employee on leave transferred under these rules will continue to be classified as a state employee and will receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation leave or sick leave.
- C. All salary and wage payments made to employees while on leave transferred under these rules will be made by the state agency, higher education institution, school district or educational service district employing the person receiving the leave.
- D. Where Employers have approved the transfer of leave by an employee of one (1) state agency, higher education institution, school district or educational service district to an employee of another state agency, higher education institution, school district or educational service district, the state agencies, higher education institutions, school districts or educational service districts involved will arrange for the transfer of funds and credit for the appropriate value of leave in accordance with Office of Financial Management policies, regulations, and procedures.
- E. Leave transferred under this Section will not be used in any calculation to determine a state agency's, higher education institution's, school district's or educational service district's allocation of full-time equivalent staff positions.
- F. Shared leave no longer needed or will not be needed at a future time in connection with the original injury or illness or for any other qualifying condition by the recipient, as determined by the Employer, may not be returned until the conditions in RCW 41.04.665(10)(a)(i) or (ii) are met. ~~will be returned to the donor(s). Unused leave may not be returned until one of the following occurs:~~
- ~~1. The Employer receives a statement from the employee's doctor verifying whether the employee's injury or illness is resolved; or~~
 - ~~2. The employee is released to full time employment, has not received additional medical treatment for their current conditions or any other qualifying condition for at least six (6) months, and the employee's doctor has declined, in writing, the employee's request for a statement indicating the employee's condition has been resolved.~~

- G. The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors' appropriate leave balances based upon each employee's current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor's original donation.
 - H. Unused shared leave may not be cashed out but will be returned to the donors per Subsection 13.5 F, above.
 - I. An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave that they used.
- 13.6** If an employee later has a need to use shared leave due to the same condition listed in their previously approved request, the Employer must approve a new shared leave request for the employee.

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.
- B. An employee may donate vacation leave, sick leave, or all or part of a personal holiday to the uniformed service shared leave pool under the following conditions:
1. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee’s vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.
 2. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee’s sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
 3. The donating employee may donate all or part of a personal holiday.

14.4 Process

- A. Employees requesting to donate to or receive leave from the uniformed service shared leave pool must follow their Employer's policies and procedures addressing uniformed service shared leave.
- B. Employees requesting to receive leave from the uniformed service shared leave pool must also comply with the Military Department procedures for requesting and receiving leave from the uniformed service shared leave pool. Employees requesting leave from the uniformed shared leave pool should provide the college/district with an earnings statement verifying military salary and orders of service, most current state leave and earnings statement, a completed uniformed service shared leave pool recipient request form, and notification of any change. The employee must also provide copies of earnings statements and orders of service when requested by the Military Department.
- C. Shared leave may not be granted unless the pool has a sufficient balance to fund the requested leave for the expected term of service.
- D. Shared leave, in combination with military salary, will not exceed the level of the employee's state monthly salary. Up to eight (8) hours per month of shared leave may be withdrawn and used to continue coverage under the Public Employees' Benefit Board, regardless of the employee's monthly salary and military salary.
- E. The receiving employee continues to be classified as a state employee and receives the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.
- F. The Employer will investigate any alleged abuse of the uniformed service shared leave pool and on a finding of wrongdoing, the employee may be required to repay all of the shared leave received from the pool.

14.5 This Article is not subject to the grievance procedure.

ARTICLE 15

FAMILY AND MEDICAL LEAVE, PARENTAL LEAVE, PREGNANCY DISABILITY LEAVE, AND PAID FAMILY AND MEDICAL LEAVE

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

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child.
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work.
3. Family medical leave to care for a spouse, son, daughter, or parent ~~or state-registered domestic partner as defined by RCWs 26.60.020 and 26.60.030~~ who suffers from a serious health condition that requires on-site care or supervision by the employee.
4. Family medical leave for a qualifying exigency when the employee's spouse, child of any age or parent is on active duty or on call to active duty status of the Armed Forces, Reserves or National Guard for deployment to a foreign country.

Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperation, and attending post-deployment reintegration briefings. In addition, the Employer and the employee may agree that other events which arise out of the covered military member's active duty or call to active duty status qualify as an exigency, provided both agree to the timing and duration of the leave.

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

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

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

- C. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
- D. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, personal holidays, compensatory time off, or shared leave.

- 15.2** The family medical leave entitlement period will be a twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) workweeks of available leave.
- 15.3** The Employer will continue the employee's existing employer-paid health insurance, life insurance and disability insurance benefits during the period of leave covered by family medical leave. The employee will be required to pay their share of health insurance, life insurance and disability insurance premiums. The Employer may require an employee to exhaust all paid leave prior to using any leave without pay (except for compensable work-related injury or illness), except that the employee will be allowed to use eight (8) hours a month of accrued leave during each month to provide for the continuation of benefits as provided for by the Public Employees Benefit Board.
- 15.4** The Employer has the authority to designate absences that meet the criteria of the family medical leave.
- A. For events qualifying under FMLA described in Section 15.1 (excluding compensable work related illness of injury and compensatory time), family medical leave runs concurrently with, not in addition to, any paid or unpaid leave.
- Any employee who has absences due to work related illness or injury covered by workers compensation and who meets the eligibility requirements listed in Section 15.1, may request that family medical leave run concurrently at any time during the absence.
- B. An employee using paid leave during a family medical leave qualifying event must follow the notice and certification requirements relating to family medical leave usage in addition to any notice requirements relating to the paid leave.
- 15.5 Parental and Pregnancy Disability Leave**
- A. Parental leave will be granted to the employee for the purpose of bonding with their newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by family medical leave and pregnancy disability may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the top internal step of the grievance procedure in [Article 30](#).
- B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory time, or leave without pay. Parental leave may be taken on an intermittent or reduced schedule basis in accordance with [Subsection 15.5 A](#).

- C. Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth and will be in addition to any leave granted under family medical leave or Washington state family leave laws.
- 15.6 The Employer may require certification from the employee's, family member's, or covered service member's health care provider for the purpose of qualifying for family medical leave.
- 15.7 Personal medical leave, serious health condition leave, or serious injury or illness leave covered by family medical leave may be taken intermittently or on a reduced schedule basis when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- 15.8 Upon returning to work after the employee's own family medical leave qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider.
- 15.9 The employee will provide the Employer with not less than thirty (30) days' notice before family medical leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.
- 15.10 An employee returning from family medical leave will have return rights in accordance with FMLA
- 15.11 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint regarding FMLA with the Department of Labor
- 15.12 Definitions used in this Article will be in accordance with the FMLA. The parties recognize that the Department of Labor is working on further defining the amendments to FMLA. The Employer and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.
- 15.13 **Washington State Paid Family and Medical Leave Program (PFML)**
~~The Washington Family and Medical Leave Program (RCW 50A.04) is in effect and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event that the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A.04, those revisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.~~
- A. The parties recognize that the Washington State Paid Family and Medical Leave (PFML) program (RCW 50A) is in effect and eligibility for and

approval for leave for purposes as described under that Program shall be in accordance with RCW 50A.

B. The employee will provide the Employer with not less than thirty (30) days' notice before PFML is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.

C. The employee may use sick leave, personal holiday, compensatory time, personal leave day or vacation leave as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under the PFML. The employer may require verification that the employee has been approved to receive benefits for paid family and/or medical leave under Title 50A RCW before approving leave as a supplemental benefit.

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.

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

- E. Employees not receiving callback, who are required to work during late starts, early closures and suspended operations will receive a minimum of two (2) hours of pay for each day worked.
- F. Any overtime worked during suspended operations will be compensated according to [Article 8](#), Overtime, of this Agreement.
- G. During suspended operations when there are unsafe driving conditions or other hazards, the Chief Executive Officer or designee may allow off-duty employees to remain at the college/district.

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

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

- A. Any earned compensatory time or previously accumulated exchange time.
- B. Any accrued vacation leave.
- C. Any accrued sick leave, up to a maximum of three (3) days in any calendar year.
- D. Leave without pay.

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

17.4 Employees who report to work late because of severe inclement weather, conditions caused by severe inclement weather or a natural disaster may be allowed up to one

(1) hour of paid time for the late arrival. Such requests will not be unreasonably denied.

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.

18.3 Witness/Subpoena

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

- A. Are a party to the matter and are not represented by the Attorney General's Office of the State of Washington, or
- B. Have an economic interest in the matter.

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

18.4 Interviews

A. Positions with the Employee's College

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

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

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

18.5 Military Leave

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

18.6 Life-Giving Procedures, Blood Platelet and Fluid Donations

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

B. When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for the donation of blood platelets or fluids to a person or organization for medically necessary treatments. The Employer may approve additional days through the use of accrued 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.
- E. Upon request, an employee will be approved to use part or all of their personal leave day for:
 - 1. The care of family members as required by the Family Care Act, [WAC 296-130](#);
 - 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#) and in accordance with [Section 19.14](#); or
 - 3. Leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

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

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

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

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

- A. Educational leave;

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

19.4 Limitations

- A. Leave without pay will be no more than twelve (12) months in any consecutive five (5) year period, except for:
 - 1. Compensable work-related injury or illness leave;
 - 2. Educational leave;
 - 3. Governmental service leave;
 - 4. Military leave;
 - 5. Cyclic employment leave;
 - 6. Leave for serious health condition taken under the provisions of [Article 15](#), Family and Medical Leave;
 - 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.

19.8 Child or Elder Care Emergencies

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

19.9 Cyclic Employment Leave

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

19.10 Governmental Service Leave

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

19.11 Citizen Volunteer or Community Service Leave

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

19.12 Formal Collective Bargaining Leave

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

19.13 Volunteer Firefighting Leave

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

19.14 Military Family Leave

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

19.15 Domestic Violence Leave

In accordance with the Domestic Violence Leave Act, [RCW 49.76](#), leave without pay, including intermittent leave, will be granted to an employee who is a victim of

domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, state registered domestic partner, as defined by [RCWs 26.60.020](#) and [26.60.030](#), parent, parent-in law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave.

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

ARTICLE 20

SAFETY AND HEALTH

- 20.1** The Employer, employee and Union have a significant responsibility for workplace safety and health.
- A. The Employer will provide a work environment in accordance with safety and health standards established by the Washington Industrial Safety and Health Act (WISHA).
 - B. Employees will comply with all safety and health practices and standards established by the Employer.
 - C. The 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.

- 20.4** Each Employer will form joint safety committees, in accordance with WISHA requirements, at each work location where there are eleven (11) or more employees. Meetings will be conducted in accordance with [WAC 296-800-13020](#). Committee recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary. Employee participation in joint safety committee meetings held during the employee's work time will be considered time worked. Employees may request work schedule adjustments to participate. No overtime or compensatory time will be paid as a result of participation in joint safety committee meetings held during the employee's non-work hours.
- 20.5** The Employer encourages employee wellness. The Employer will provide employees access to wellness facilities and resources consistent with other employee groups. Employees will not pay higher rates than other employee groups for access to wellness facilities or resources. Employee-requested schedule changes may be granted in accordance with [Article 7](#), Hours of Work, for participation in wellness activities.
- 20.6 Ergonomic Assessments**
At the request of the employee, the Employer will ensure that an ergonomic assessment of the employee's work station is completed by a person trained to conduct ergonomic assessments. Solutions to identified issues/concerns will be implemented within available resources.
- 20.7** At least once every two years, the Employer will provide Emergency Preparedness training, which will include how to respond in the event of an "active shooter."

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.

21.5 Safety Footwear

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

- Buildings and Grounds Supervisors
- Control Tech
- Cooks
- Custodians
- Electricians and Electrician Leads
- Facility Operations Maintenance Specialist
- Food Service Workers, Worker Leads, Supervisors and Managers
- Grounds & Nursery Services Specialists
- HVAC Techs
- Maintenance Custodians, Specialists and Mechanics
- Painters and Painter Leads
- Security Guards; Campus Security Officers, Sergeants and Safety Supervisors
- Warehouse Workers and Equipment Operators
- Utility Workers

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

22.6 Post-Accident Testing – All Employees

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

22.7 Testing

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

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

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

22.8 Training

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

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

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.

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

ARTICLE 25 LICENSURE AND CERTIFICATION

25.1 The Employer will continue its current practices related to licensure and certification or comply with 25.2, 25.3 and 25.4, below, whichever provides the greater benefit to the employee.

25.2 Conditions of Employment

When a license and/or certification is required as a part of the qualifications for a position prior to the appointment of an employee into the affected position, the employee will be responsible for the initial cost of the license and/or certification. Thereafter, the employee will be responsible for maintaining the license and/or certification and for all renewal costs.

25.3 Outside Entity Requirements

When an outside entity, (e.g., by state regulation or local ordinance), requires a new license and/or certification following the appointment of the employee into the affected position, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the employee will be responsible for maintaining the license and/or certification and for all renewal costs.

25.4 Employer Convenience

When a license and/or certification is not required by an outside entity and the Employer, for its own convenience, requires a new license and/or certification following the appointment of the employee into the affected position, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the Employer will continue to pay for maintaining the license and/or certification and for all renewal costs.

25.5 Employees will notify their appointing authority or designee if their work-related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

25.6 Continuing Education Units

Employees in positions that require licensures or certifications with Continuing Education Unit (CEU) requirements will be allowed to do so on work time and at the Employer's expense, based on documentation from the licensure or certification provider. This provision does not apply to the Washington State driver's license.

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.
 - (b) The student is employed in a position directly related to his/her major field of study to provide a training opportunity; or
 - (c) The student is elected or appointed to a student body office or student organization position such as student officers or student news staff members.

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.

27.5 Grievability

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

**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.

ARTICLE 29 DISCIPLINE

- 29.1** The Employer will not discipline any permanent employee without just cause.
- 29.2** Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such and, if documented, such documentation will be placed in the supervisor's file only, subject to removal in accordance with [Section 33.11](#).
- 29.3** When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.
- 29.4** The Employer has the authority to conduct investigations.
- 29.5**
- A. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. An employee seeking representation is responsible for contacting their representative.
 - B. During an investigation, employees will answer all appropriate questions truthfully and to the best of the employee's knowledge.
 - C. The role of the union representative in regard to Employer-initiated investigations is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation.
 - D. The Employer will notify and advise the employee with updates of the status of the investigation every thirty (30) days until the investigation is complete. Upon notification that the Union is representing the employee for purposes of the investigation, the Employer will provide simultaneous notification to the Union.
- 29.6** An employee placed on an alternate assignment during an investigation will not be prohibited from contacting their union steward unless there is a conflict of interest, in which case the employee may contact another union steward. This does not preclude the Employer from restricting an employee's access to the Employer's premises.
- 29.7** Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee and the union staff representative in writing of the reasons for the contemplated discipline and an explanation of the evidence, copies of written documents relied upon to take the action and the opportunity to view other

evidence, if any. This information will be sent to the union staff representative on the same day it is provided to the employee. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary meeting with the Employer will be considered time worked.

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

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

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

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

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

ARTICLE 30 GRIEVANCE PROCEDURE

30.1 The Union and the Employer agree that it is in their best interest to resolve disputes at the earliest opportunity and at the lowest level. Whenever possible, disputes should be resolved informally prior to filing a formal written grievance. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

30.2 Terms and Requirements

A. Grievance Definition

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

B. Filing a Grievance

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

C. Computation of Time

Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt. Documents filed after 5 p.m. on a standard business day, or on a Saturday, Sunday or holiday will be considered received on the next business day.

D. Failure to Meet Timelines

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

E. Contents

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

1. The date of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence;
2. The nature of the grievance;
3. The facts upon which it is based;
4. The specific Article and Section of the Agreement violated;
5. The specific remedy requested;
6. The steps taken to informally resolve the grievance; and
7. The name and signature of the union representative.

F. Modifications

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

G. Resolution

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

- H. Withdrawal
A grievance may be withdrawn at any time.
- I. Resubmission
If terminated, resolved or withdrawn, a grievance cannot be resubmitted.
- J. Pay
Paid release time will be provided to employees, grievants and union stewards in accordance with [Article 40](#), Union Rights and Activities.
- K. Group Grievances
No more than five (5) grievants will be permitted to attend grievance meetings.
- L. Consolidation
Grievances arising out of the same set of facts may be consolidated by written agreement.
- M. Bypass
Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.
- N. Discipline
Disciplinary grievances will be initiated at the level at which the disputed action was taken.
- O. Grievance Files
Written grievances and responses will be maintained separately from the employee's personnel file.

30.3 Filing and Processing

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

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

- B. Alternative Resolution Methods
Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use

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

C. Processing

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

Step 1: Human Resources Designee

If the issue is not resolved informally, the Union may file a written grievance to the Human Resources Office, within the twenty-eight (28) day period described in Subsection 30.3 A. The Employer will designate a designee who will meet in person or confer by telephone with a union steward and/or staff representative and the grievant within fourteen (14) days of receipt of the grievance, and will respond in writing to the Union within fourteen (14) days after the meeting. A supervisor or manager, who is within a grievant's organizational structure, may accompany the Human Resources Office Designee to the meeting.

Step 2: President/Chancellor or Designee (who has not been a party to the Step 1 grievance meeting)

If the issue is not resolved at Step 1, the Union may move it to Step 2 by filing the written grievance, including a copy of the Step 1 decision, with the President/Chancellor, with a copy of the grievance, Step 2 request and Step 1 decision to the Human Resources Office, within fourteen (14) days of the Union's receipt of the Step 1 decision. The President/Chancellor or designee will designate who will hear the grievance at Step 2. The designee will meet in person or confer by telephone with a union steward or staff representative and the grievant within fourteen (14) calendar days of receipt of the appeal, and will respond in writing to the Union within fourteen (14) calendar days after the meeting. A supervisor or manager, who is within a grievant's organizational structure, may accompany the President/Chancellor or designee to the meeting.

Step 3: Mediation or Pre-Arbitration Review Meetings (PARM)

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

If the grievance is not resolved at Step 2, the Union may file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with [WAC 391-55-020](#), with a copy to the OFM/State Human Resources (SHR)/Labor Relations Section (LRS) and the college's/district's Human Resources Office within thirty (30) days of receipt of the Step 2 decision. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses.

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

If the grievance is not resolved at Step 2, the Union may request a PARM by filing the written grievance including a copy of all previous responses with the Director of the LRS and the college's/district's Human Resources Office within thirty (30) days of receipt of the Step 2 decision. Within fifteen (15) days of the receipt of all the required information, the LRS will either:

- a. Notify the Union in writing that a PARM will be scheduled with the LRS designee, the college's/district's Human Resources Office representative, and the Union's staff representative to review and attempt to settle the dispute.

OR

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

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

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

- a. Later introduced as evidence;
- b. Made known to an arbitrator or hearings examiner at a hearing; and/or
- c. Construed for any purpose as an admission against interest.

Step 4: Arbitration

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

D. Selecting an Arbitrator

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

E. Authority of the Arbitrator

1. The arbitrator will:
 - a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
 - b. Be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
 - c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;
 - d. Not have the authority to order the Employer to modify staffing levels or to direct staff to work overtime.
2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.
3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

F. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room(s), will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. The requesting party will pay the cost of the court reporter. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

4. Each party is responsible for the costs of its attorneys, representatives, witnesses, travel expenses, and any fees. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.
5. If, after the arbitrator issues their award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the additional expenses of the arbitrator.

30.4 Successor Clause

Grievances filed during the term of the 2019–2021 Agreement will be processed to completion in accordance with the provisions of the 2019–2021 Agreement.

ARTICLE 31 LEGAL DEFENSE

If a bargaining unit employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of their employment for the State, the employee has the right to request representation and indemnification through their college/district according to [RCW 4.92](#).

ARTICLE 32 EMPLOYEE ASSISTANCE PROGRAM

- 32.1 The Employer agrees to provide all bargaining unit employees and qualifying family members access to a confidential employee assistance program selected and paid for by the Employer.
- 32.2 Employees can request a work schedule adjustment to allow access to the services of the employee assistance program.
- 32.3 In accordance with [WAC 357-31-325](#), leave with pay must be granted to an employee to allow an employee to receive assessment from the employee assistance program.

ARTICLE 33 EMPLOYEE FILES

- 33.1 The Employer will maintain one (1) official personnel file for each employee. Human Resources will maintain the personnel file. This will not preclude the maintenance of all lawful files and records as needed by the Employer. Additional employee files may include supervisory files, attendance files, payroll files, and medical files. All references to “supervisory file” in this Agreement refer to a file kept by the employee’s first-line supervisor.

- 33.2** Each employee has the right to review their personnel file, supervisory file, attendance file, payroll file and medical file. The Employer will determine the location of all employee files. An employee may arrange to examine their own employee files. Written authorization from the employee is required before any representative of the employee will be granted access to employee files. Review of employee files will be in the presence of an Employer representative during business hours. The employee and/or representative may not remove any contents. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative.
- 33.3** An employee may insert a reasonable amount of job-related material in their personnel file that reflects favorably on their job performance. An employee may provide a written rebuttal to any information in the files that they consider objectionable.
- 33.4** Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing, will be promptly removed from the employee's files. The Employer may retain this information in a legal defense file in accordance with [RCW 41.06.450](#).
- 33.5** When documents in an employee file are the subject of a public disclosure request under [RCW 42.56](#), the Employer will provide the employee with a copy of the request at least ten (10) business days in advance of the intended release date.
- 33.6** Employees will be provided a copy of all adverse material at the time the materials are included in the personnel file.
- 33.7** Information in employee files will be retained only as long as it has a reasonable bearing on the employee's job performance or upon the efficient and effective management of the college/district.
- 33.8** Anonymous material, not otherwise substantiated, will not be placed in an employee file.
- 33.9** The Employer will ensure the security and confidentiality of employee files.
- 33.10** Medical files will be kept separate and confidential in accordance with state and federal law.
- 33.11** Supervisory files will be purged of the previous year's job performance information following completion of the annual performance evaluation, unless circumstances warrant otherwise.
- 33.12 Removal of Documents**
- A. Written reprimands will be removed from an employee's personnel file after three (3) years if:

1. Circumstances do not warrant a longer retention period;
 2. There has been no subsequent discipline; and
 3. The employee submits a written request for its removal.
- B. Records of disciplinary actions involving reductions in pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed after five (5) years if:
1. Circumstances do not warrant a longer retention period;
 2. There has been no subsequent discipline; and
 3. The employee submits a written request for its removal.
- C. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate [RCW 41.06.450](#).

ARTICLE 34

REASONABLE ACCOMMODATIONS AND DISABILITY SEPARATION

34.1 Disability Accommodations

- A. The Employer and the Union will comply with all relevant federal and state laws, and regulations providing reasonable accommodations to qualified individuals with disabilities. The Employer will maintain written procedures for reasonable accommodation for qualified individuals with disabilities. Upon request, the Human Resources Office will make the reasonable accommodation written procedures available to an employee.
- B. An employee who believes that they suffer a disability and requires a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the Employer.
- C. Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.
- D. The Employer will determine whether an employee is eligible for a reasonable accommodation and the accommodation to be provided.

34.2 Safety Accommodations

- A. An employee may request a reasonable safety accommodation if the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking (or perceived victim). An employee may be required to show verification of the need for a safety accommodation by providing a police report showing the employee or family member was a

victim, a court order protecting or separating the victim from the perpetrator of the act, or other evidence from the court or the prosecuting attorney to support the request. Documentation from an advocate for victims, an attorney, a member of the clergy or a medical or other professional who provides services to such victims may be provided, and it shall retain its confidential or privileged nature of communication pursuant to the extent provided by law. An employee can also provide a written statement that they or a family member are a victim and in need of the safety accommodation. Verification of the familial relationship to the victim can be in the form of a statement from the employee, a birth certificate, court document, or other similar documentation.

- B. A reasonable safety accommodation may include, but is not limited to:
1. A transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened domestic violence, sexual assault, or stalking.
 2. Qualifying leave pursuant to Article 11 – Vacation, Article 12 – Sick Leave, Section 18.7 – Personal Leave and Article 19 – Leave Without Pay may be considered a reasonable safety accommodation.
 3. The Employer may deny a reasonable safety accommodation request based on an undue hardship, which means an action requiring significant difficulty or expense.
- C. Other applicable safety reasonable accommodations for employees under the law or WAC would also apply.

34.3 Pregnancy Accommodations

- A. For purposes of this section, “pregnancy” includes the employee’s pregnancy and pregnancy related health conditions.
- B. A pregnant employee may request a reasonable accommodation, which may include any of the following:
1. Providing more frequent, longer or flexible restroom breaks;
 2. Modifying a no food or drink policy;
 3. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee’s work station;

4. Providing seating or allowing the employee to sit more frequently if their job requires them to stand;
 5. Providing for a temporary transfer to a less strenuous or less hazardous position;
 6. Providing assistance with manual labor and limits on lifting;
 7. Scheduling flexibility for prenatal visits; and
 8. Any further pregnancy accommodation an employee may request, and to which an Employer must give reasonable consideration in consultation with information provided on pregnancy accommodation by the department of labor and industries or the attending health care provider of the employee.
- C. The Employer may deny a reasonable pregnancy related accommodation based on undue hardship if the requested accommodation requires significant difficulty or expense. An Employer may not claim undue hardship for the accommodations listed above in Section 34.3 B.1, 2 and 4, or for limits on lifting over seventeen pounds, and the Employer may not request written certification for those same accommodation requests.
- D. The Employer will not require a pregnant employee to take leave if another reasonable accommodation can be provided.
- E. An Employer, except for the limitations in Section 34.3 C above, can require the employee to provide written certification from her treating health care professional regarding the need for a reasonable accommodation.
- F. An Employer does not have to create a position for an employee asking for a pregnancy accommodation or transfer a less senior employee, or promote the pregnant employee as part of a reasonable accommodation.
- G. Other applicable pregnancy reasonable accommodations for employees under the law or WAC would also apply.

34.4 Disability Separation

- A. An employee with permanent status may be separated from service when the Employer determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the Employer based on an employee's written request for disability separation or after obtaining a written statement from a licensed physician or licensed mental health professional. The Employer can require an employee to obtain a medical examination, at Employer expense, from a licensed physician or licensed mental health professional of the Employer's choice. Evidence may be

requested from the licensed physician or licensed mental health professional regarding the employee's limitations.

- B. When the Employer has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position for which they qualify, or the employee requests separation due to disability, the Employer may immediately separate the employee.
- C. The Employer will inform the employee in writing of the option to apply to return to employment prior to their separation due to disability. The Employer will provide assistance to individuals seeking reemployment under this Article for two (2) years. If reemployed, upon successful completion of the employee's probationary period, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.
- D. A disability separation is not a disciplinary action. Disability separation at the employee's request is not subject to the grievance procedure in [Article 30](#).

ARTICLE 35 LAYOFF AND RECALL

- 35.1** A. The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. A layoff is an employer-initiated action that results in:
- 1. Separation from service;
 - 2. Employment in a class with a lower salary range maximum;
 - 3. Reduction in the work year; or
 - 4. Reduction in the number of work hours.
- B. When it is determined that layoffs, other than a temporary layoff, will occur within a layoff unit, the Employer will provide written notice to the Executive Director of the Union, the college's Chief shop steward and the local WFSE staff representative with:
- 1. As much advance notice as possible, but not less than thirty (30) calendar days' notice (this time period may run concurrent with the notice period provided by the Employer to the employee);
 - 2. An opportunity to meet with affected employees prior to the implementation of the layoff; and
 - 3. An invitation to meet under the provisions of [Article 38](#), Union-Management Communication Committee, of this Agreement.

- C. Upon the Union's request, the Employer will bargain impacts to the bargaining unit. Bargaining will not serve to delay the onset of the layoff.
- D. The Employer will explore options including reduction of hourly employees.

35.2 Basis for Layoff

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

35.3 Voluntary Layoff, Leave of Absence or Reduction in Hours

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

35.4 Probationary Employees

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

35.5 Temporary Layoff – Employer Option

- A. The Employer will give the Union and employees as much notice as possible of a temporary reduction in hours or a temporary layoff.

- B. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) hours per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive seven (7) calendar days' notice of a temporary reduction of work hours.
- C. The Employer may temporarily layoff an employee for up to ninety (90) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive seven (7) calendar days' notice of a temporary layoff.
- D. The notification will specify the nature and duration of the temporary layoff.
- E. An employee who is temporarily laid off will not be entitled to:
 - 1. Be paid any leave balance; except, if the layoff is not due to loss of funding or revenue shortfall, upon request, an employee will be paid for accrued vacation leave up to the equivalent of their regular work schedule for the duration of the layoff;
 - 2. Bump to any other position; or
 - 3. Be placed on a layoff register.
- F. A temporary reduction of work hours or a temporary layoff will not affect an employee's periodic increment date or seniority date and the employee will accrue vacation and sick leave credit at their normal rate.

35.6 Layoff Units

- A. A layoff unit is defined as the entity or administrative/organizational unit within each college/district used for determining the available options for employees who are being laid off.
- B. The layoff unit(s) for each college/district covered by this Agreement are described in [Appendix B](#).

35.7 Skills and Abilities

Skills and abilities are documented criteria found in license/certification requirements, federal and/or state requirements, position descriptions, bona fide occupational qualifications approved by the Human Rights Commission, recruitment announcements or other Employer documents that reference position requirements. Skills and abilities for any option(s) in Sections 35.8 and 35.9, below, must have been identified at least thirty (30) calendar days prior to the layoff.

35.8 Options within the Layoff Unit

- A. 1. Permanent employees will be laid off in accordance with seniority, as defined in [Article 39](#), Seniority.

2. Full-time employees only have options to full-time positions. Less than full-time employees only have options to less than full-time positions, including cyclic positions. Vacant positions will be offered prior to filled positions.
 3. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. The Employer may require updated information from the employee regarding their current skills and abilities.
 4. Employees being laid off will be provided one (1) option within the layoff unit:
 - a. A comparable funded vacant position for which the employee has the skills and abilities, within their current permanent job classification.
 - b. A comparable funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current permanent job classification.
 - c. A comparable funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.
 - d. A comparable funded filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.
- B. For Employees who have transitioned into the IT Professional Structure on July 1, 2019, layoff options within the layoff unit will be determined as follows:
1. Permanent employees will be laid off in accordance with seniority, as defined in [Article 39](#), Seniority.
 2. Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Full-time employees only have options to full-time positions. Less than full-time employees only have options to less than full-time positions, including cyclic positions. Vacant positions will be offered prior to filled positions.

3. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position based on the employee's work history and completed IT Assessment Form. The Employer may require updated information from the employee regarding their current skills and abilities.
4. Employees being laid off will be provided one (1) option within the layoff unit:
 - a. A comparable funded vacant position for which the employee has the skills and abilities, within their current job family and level.
 - b. A comparable funded vacant position within another job family and level at the same salary range for which the employee has the skills and abilities.
 - c. A comparable funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current permanent job family and level.
 - d. A comparable funded filled position held by the least senior employee within another job family and level with the same salary range as their current permanent job family and level for which the employee has the skills and abilities.
 - e. A comparable funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status, or, at the employee's written request, to a lower classification within a job classification series that the employee has held permanent status, even if the employee has not held permanent status in the lower job classification.
- C. The layoff unit option will be determined, as specified above, in descending order of salary range and one (1) progressively lower level at a time.
- D. If a job classification in which an employee has previously held permanent status has been abolished or revised, a crosswalk to the class series will be used to identify layoff options. For employees in the IT Professional Structure hired on or before June 30, 2019, the IT Assessment form will be used to identify available layoff options within the IT Professional Structure.
- E. An employee in a position that is reduced in work year or work hours will have the choice of staying in the reduced position.

35.9 Institution-wide Options

A. In addition to the layoff unit option offered in [Section 35.8](#), above, permanent employees being laid off will be offered:

1. Up to three (3) institution-wide comparable funded vacant positions within their college in the layoff units listed in [Appendix B](#), provided they meet the skills and abilities required of the position(s) and the positions offered are at the same or lower salary range as the position from which the employee is currently being laid off.
2. If there are no comparable vacant positions, the Employer will offer less than comparable funded vacant positions.
3. The Employer will determine if the employee possesses the required skills and abilities for the position.
4. Provided the employee meets the skills and abilities required for the position and is at the same or lower salary range as the position from which the employee is currently being laid off, the Employer may offer employees being laid off a funded vacant position within their college that is outside positions covered by the master agreement.
5. The Employer may require updated information from the employee regarding their current skills and abilities.
6. For multi-employee layoffs, more than one (1) employee may be offered the same funded vacant position. In this case, the most senior employee with the skills and abilities who accepts the position will be appointed. Appointments will be made in descending order of seniority of employees with the skills and abilities of the position.

B. For Seattle District 6 and Spokane District 17 Only

If no layoff unit option is available in [Section 35.8](#), above, employees hired before July 1, 2005, will be provided one (1) option within their district to:

1. A funded vacant position for which the employee has the skills and abilities within their current permanent job classification.
2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current permanent job classification.
3. A funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.

4. A funded filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.
5. The options in B, above, will be determined, as specified above, in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions.

35.10 Notification to Permanent Employees

- A. Except for temporary reduction in work hours and temporary layoffs as provided in [Section 35.5](#), permanent employees will receive written notice at least twenty-one (21) calendar days before the effective layoff date. The notice will include:
 1. The basis for the layoff;
 2. The employee's layoff unit option or Seattle/Spokane District option and any institution-wide option(s) including any requirement for the employee to serve a transition review period;
 3. The specific layoff lists for which the employee is entitled to placement; and
 4. The date by when an employee must select a layoff option and the employee's right to grieve the layoff.
- B. The Union will be provided with a copy of the notice.
- C. Except for temporary reduction in work hours and temporary layoffs as provided in [Section 35.5](#), if the Employer chooses to implement a layoff action without providing twenty-one (21) calendar days' notice, the employee will be paid their salary for the days that they would have worked had full notice been given.
- D. Employees will be provided up to five (5) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the twenty-one (21) calendar days' notice provided by the Employer to the employee.
- E. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.

35.11 Salary

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

- A. Current Salary Level
An employee who accepts another position with their current salary range will retain their current salary.
- B. Lower Salary Level
An employee who accepts another position with a lower salary range 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 maximum salary of the new salary range.
- C. Appointment from a Layoff List
 1. Employees who are appointed from a layoff list to a position with the same salary range from which they were laid off will be paid the amount for which they were compensated when laid off plus any across the board adjustments, including salary survey adjustments, which occurred during the time they were laid off.
 2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off, provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

35.12 Transition Review Period

- A. The Employer will require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which they have not held permanent status or has been appointed from a layoff list.
- B. The Employer will have the authority to shorten an employee's transition review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate at any time during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the appropriate layoff list. The employee will remain on the list until such time as their eligibility expires or they have been rehired.

Separation during the transition review period will be subject to the grievance procedure in [Article 30](#), up to the top internal step.

- D. An employee may voluntarily separate a maximum of two (2) times as a result of a single layoff action.

35.13 Recall

- A. The Employer will maintain a layoff list for each job classification. Permanent employees who are laid off may have their names placed on the layoff list for the job classification from which they were laid off or bumped. Additionally, employees may request to have their names placed on the appropriate layoff list for other job classifications in which they have held permanent status at the same or lower salary ranges, regardless of a break in service with the current Employer. However, employees will not have their names placed on a layoff list if they were demoted for cause from the classification in the last six (6) years. An employee's name will remain on the layoff list for three (3) years from the effective date of their layoff.
- B. When a vacancy occurs within a college/district and where there are names on a layoff list for that classification, the Employer will fill the position with the most senior employee who has the skills and abilities to perform the duties of the position to be filled in accordance with [Article 4](#), Hiring and Appointments.
- C. Removal from Layoff Lists
When an employee is appointed from a layoff list, the employee's name will be removed from that job classification's layoff list, as well as from all other layoff lists at the same or lower salary range as the position to which they were appointed. An employee will be removed from the appropriate job classification layoff list if they waive the appointment to a position three (3) times. In addition, an employee will have her name removed from all layoff lists upon retirement, resignation or discharge from the Employer.

35.14 Project Employment

- A. Permanent project employees have layoff rights. Options will be determined using the procedure outlined in [Sections 35.8](#) and [35.9](#), above.
- B. Permanent classified employees who left regular classified positions to accept project employment without a break in service have layoff rights within the university or college/district in which they held permanent classified status. The employee's return rights will be to the job classification they last held permanent status in prior to accepting project employment using the procedures in [Sections 35.8](#) and [35.9](#), above.

ARTICLE 36 MANAGEMENT RIGHTS

- 36.1** Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:
- A. Determine the Employer's functions, programs, organizational structure and use of technology;
 - B. Determine the Employer's budget and size of the institution of higher education's workforce and the financial basis for layoffs;
 - C. Direct and supervise employees;
 - D. Take all necessary actions to carry out the mission of the State and its institutions during emergencies;
 - E. Determine the Employer's mission and strategic plans;
 - F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
 - G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
 - H. Establish or modify the workweek, daily work shift, hours of work and days off;
 - I. Establish work performance standards, which include, but are not limited to the priority, quality and quantity of work;
 - J. Establish, allocate, reallocate or abolish positions and determine the skills and abilities necessary to perform the duties of such positions;
 - K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and temporarily or permanently lay off employees;
 - L. Determine, prioritize and assign work to be performed;
 - M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
 - N. Determine training needs, methods of training, and employees to be trained;
 - O. Determine the reasons for and methods by which employees will be laid off; and

P. Suspend, demote, reduce pay, discharge and/or take other disciplinary actions.

36.2 The Employer has the right to exercise all of the above rights and the lawful rights, prerogatives and functions of management. The Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.

ARTICLE 37

MANDATORY SUBJECTS

37.1 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject.

A. The Employer will notify the Executive Director of the Union of these changes in writing, citing this Article. The written notice must include:

1. A description of the intended change, including information relevant to the change;
2. Where the change will occur; and
3. The date the Employer intends to implement the change.

B. Within twenty-one (21) calendar days of receipt of the written notice, the Union may request negotiations on the impact over the changes. The timeframe for filing a demand to bargain will begin after the Employer has provided written notice to the Executive Director of the Union, by email to mandatorynotice@wfse.org. The twenty-one (21) calendar-day period may be used to informally discuss the matter with the Employer and to gather information related to the proposed change. The written notice requesting bargaining must be filed with the OFM/State HR/Labor Relations Section (LRS) at labor.relations@ofm.wa.gov, with a copy to the Employer. If known at the time of filing, the Union will identify any impacts and other subjects for negotiations. However, the Union may identify impacts and other topics of concern at any time in the process.

C. In the event the Union does not request negotiations from the LRS Office within twenty-one (21) calendar days of receipt of the notice, the Employer may implement the changes without further negotiations unless both parties agree in writing to extend the time.

D. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

37.2 Prior to making any change in written college/district policy, where the nature of the change is a mandatory subject of bargaining, the Employer will notify the Union and satisfy its collective bargaining obligations per Section 37.1, above.

37.3 Negotiations

- A. The parties will agree to the location and time for the discussions and/or negotiations. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner and will schedule negotiations as soon as possible.
- B. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least fourteen (14) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.

37.4 Release Time

- A. The Employer will approve paid release time for up to three (3) employee representatives, including Stewards and other represented employees, who are scheduled to work during the time for [Subsection 40.4 A](#) Employer authorized preparation and when negotiations are being conducted, provided the absence of the employee will not interfere with the operating needs of the college/district. The Employer will approve compensatory time, vacation leave or leave without pay for additional employee representatives provided the absence of the employee will not interfere with the operating needs of the college/district.
- B. No overtime or compensatory time will be incurred as a result of negotiations and/or preparation for negotiations.
- C. The Union is responsible for paying any travel or per diem of employee representatives. Employee representatives may not use a state vehicle to travel to and from a bargaining session, unless authorized by the college/district for business purposes.

ARTICLE 38

UNION-MANAGEMENT COMMUNICATION COMMITTEE (UMCC)

38.1 Purpose

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

38.2 Committees

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

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

A. Composition

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

B. Participation

1. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work.
2. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the employee's non-work time will not be compensated for nor be considered as time worked.
3. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for nor be considered as time worked.
4. The Union is responsible for paying any travel or per diem expenses of employee representatives.

C. Meetings

All committee meetings will be regularly scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to the meeting date. Each party may keep written records of meetings. If the topics discussed require follow-up by either party, it will be documented and communication will be provided by the responsible party.

D. Scope of Authority

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

ARTICLE 39 SENIORITY

39.1 Definition

- A. Seniority for classified employees will be defined as the employee's length of unbroken classified service.
- B. Adjustments
1. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:
 - a. Military leave or United States Public Health Services;
 - b. Compensable work-related injury or illness leave;
 - c. Governmental service leave and leave to enter the Peace Corps, not to exceed two (2) years and three (3) months;
 - d. Reducing the effects of layoff;
 - e. Cyclic employment leave;
 - f. Temporary employment with the Union in accordance with [Sections 40.9](#) and [40.11](#); and/or
 - g. Formal contract negotiations in accordance with [RCW 41.80](#).
- C. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed in Subsection 39.1 B, above, the employee's seniority date will be moved forward in an amount equal to the duration of the leave without pay.
- D. When an employee is on unauthorized leave or suspended, the employee's seniority date will be moved forward in an amount equal to the duration of the unauthorized leave or suspension.
- E. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with [Section 35.5](#), will not be deducted from the calculation of seniority.
- F. Employees who are separated from state service due to layoff and are reemployed within two (2) years of their separation date will not be considered to have a break in service. The time the employee is on the layoff list will be treated as leave without pay.

- G. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their surviving spouses or surviving state registered domestic partners as defined by [RCWs 26.60.020](#) and [26.60.030](#), as provided for in [RCW 41.06.133](#).
- H. For employees who are separated due to disability and are reemployed within two (2) years, in accordance with [Article 34](#), Reasonable Accommodations and Disability Separation, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.

39.2 Ties

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

- A. Longest continuous time within their current job classification;
- B. Longest continuous time with the institution; and
- C. By lot.

39.3 Seniority List

The Employer will prepare and post a seniority list for employees with permanent status. The list will be updated annually and will contain each employee's name, job classification and seniority date. Employees will have fourteen (14) calendar days in which to appeal their seniority date to their Human Resources Office, after which time the date will be presumed correct. A copy of the seniority list will be provided to the Union at the time of posting.

39.4 Application

This Article will apply prospectively.

ARTICLE 40

UNION RIGHTS AND ACTIVITIES

40.1 Representation

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

40.2 Staff Representatives

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

- B. Staff representatives may have access to the Employer's offices or facilities within their college/district jurisdiction to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the college/district. The staff representative may meet with bargaining unit employees in non-work areas during the employee's meal periods, rest periods, and before and after their shift.
- C. The Employer's written Board of Trustee or administrative policies pertaining to employees represented by the Union will be made available to staff representatives.

40.3 Union Stewards

- A. Steward List
The Union will provide the Employer with a written list of each current union steward, including any mentored steward, and their college/district jurisdiction within the bargaining unit for which they are responsible. The Union will maintain the list. The Employer will not recognize an employee as a union steward if their name does not appear on the list.
- B. Paid Release Time
Union stewards, including any mentored stewards, will be granted a reasonable amount of time during their normal working hours to investigate and process grievances in accordance with [Article 30](#), Grievance Procedure. In addition, union stewards, including any mentored stewards, will be released during their normal working hours to prepare for and attend meetings within the steward's bargaining unit and college/district jurisdiction for the following representational activities:
 1. Management scheduled investigatory interviews and pre-disciplinary meetings, in accordance with [Article 29](#), Discipline;
 2. Management scheduled new employee orientation or other approved Union access to new employees, in accordance with Section 4.7, New Employee Orientation and Union Access to New Employees;
 3. Pre-meetings and Union-Management Communication Committees in accordance with [Article 38](#), Union-Management Communication Committee; and
 4. Informal grievance resolution meetings, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings in accordance with [Article 30](#), Grievance Procedure, and held during their work time.
- C. Notification

The union steward, including any mentored steward, will obtain approval from their supervisor before attending any meeting or hearing during their work hours. All requests must include the approximate amount of time the steward expects the activity to take. Any college/district business requiring the union steward's immediate attention will be completed prior to attending the meeting or hearing. Union stewards will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the union steward's work time. Attendance at meetings or hearings during the union steward's non-work hours will not be considered as time worked. Union stewards cannot use state vehicles to travel to and from a work site in order to perform representational activities unless authorized by the college/district.

If the amount of time a union steward spends performing representational activities is affecting their ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.

40.4 Employees

A. Paid Release Time

Employees will be provided a reasonable amount of time during their normal working hours to meet with the union steward and/or staff representative to process a grievance. In addition, employees will be released during their normal working hours to prepare for and attend meetings or hearings scheduled by management for the following:

1. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with [Article 30](#), Grievance Procedure, and held during their work time;
 - a. Subpoenaed Witnesses in an Arbitration

When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if they appear during their work time, providing the testimony given is related to their job function or involves matters they have witnessed, and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses.
2. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with [Article 29](#), Discipline, and;
3. Negotiations in accordance with [Article 37](#), Mandatory Subjects.

B. Notification

An employee will obtain prior approval from their supervisor before attending any meeting or hearing. All requests must include the approximate amount of time the employee expects the activity to take. As determined by the supervisor, any college/district business requiring the employee's immediate attention must be completed prior to attending the meeting or hearing. Employees will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the employee's work time. Attendance at meetings or hearings during the employee's non-work hours will not be considered as time worked. An employee cannot use a state vehicle to travel to and from a worksite in order to attend a meeting or hearing unless authorized by the college/district.

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

40.5 Use of State Facilities, Resources, and Equipment

A. Meeting Space and Facilities

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

B. Supplies and Equipment

The Union and employees will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from college/district business.

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

The Union and employees will not use state-owned or operated e-mail, fax machines, the Internet, or intranets to communicate with one another regarding union business. However, an employee may use state-owned e-mail to request union representation or to notify the Human Resources Office of their intent to distribute union material per [Section 40.7](#). In addition, local union officers, shop stewards and union management communications committee members may use state owned/operated equipment to communicate with affected employees, the Union and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;
3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of state business;

5. Not disrupt other state employees and not obligate other employees to make a personal use of state resources; and
 6. Not compromise the security or integrity of state information or software.
- D. Local union officers, shop stewards and union management communication committee members will not use the above-referenced state equipment for union organizing, internal union business, advocating for or against the Union in an election, or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.
- E. Up to twice per month, the college/district public information officer, or designee, will distribute notifications from the Union by email limited to date, time and location of union sponsored informational meetings open to the entire bargaining unit. Designated union officials will provide notification by submitting it directly to the public information officer or designee.

40.6 Bulletin Boards and Newsstands

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with a board or space. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws and identified as union literature. If requested, the Employer will identify area(s) where Union provided newsstand(s) can be located at each college/district. Union provided newsstand(s) must meet the Employer's campus standards. Union communications will not be posted or otherwise disseminated in any other location on the campus, except as provided in the Employer policy and in [Section 40.7](#) .

40.7 Distribution of Material

A union-designated employee will have access twice per month to their worksite for the purposes of distributing union information to other bargaining unit employees provided:

- A. The employee is on break time or off duty;
- B. The distribution does not disrupt the Employer's operation;
- C. The distribution will normally occur via desk drops or mailboxes as determined by the Human Resources Manager. In those cases where circumstances do not permit distribution by those methods, an alternative method will be mutually agreed upon; and

- D. The employee will send an email to notify the Human Resources Office in advance of their intent to distribute information.

40.8 Time Off for Union Activities

- A. Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employees' time off will not interfere with the operating needs of the college/district as determined by management. If the absence is approved, the employees may use accumulated compensatory time, personal holiday, or vacation leave instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.
- B. The Union will give the Employer a written list of the names of the employees it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

40.9 Temporary Employment with the Union

With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed six (6) months, provided the employee's time off will not interfere with the operating needs of the college/district as determined by management. Employees who accept temporary employment with the Union may be allowed to use vacation leave or compensatory time to maintain their medical benefits while working for the Union. The Union will reimburse the Employer for the "fully burdened costs of the positions" the Employer incurs as a result of an employee accepting the temporary employment. The Union will reimburse the Employer. The parties may agree to an extension of leave without pay up to an additional six (6) months. The returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.

40.10 Employer Committee Meetings

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

40.11 WFSE Council President and Vice-President

- A. Leave of Absence
Upon request of the Union, the Employer will grant leave with pay for the WFSE Council President and Vice-President for the term of their office. The Union will give the Employer at least thirty (30) calendar day's prior notice, unless otherwise agreed. The Union will reimburse the Employer for the "fully burdened costs of the positions" the Employer incurs as a result of placing the Council President and Vice-President on leave with pay during the period of absence. The Union will reimburse the Employer.

B. Leave Balances

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

C. Indemnification

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

D. Return Rights

The President and Vice-President will have the right to return to the same position or in another position in the same job classification and the same geographic area as determined by the Employer, provided 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. The period of leave will not impact the employee's seniority date.

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

41.4 Voluntary Deduction

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

1. Employee name;
2. Unique employee system identification number; and
3. Amount deducted

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

41.5 Employee Status Reports

- A. Each month, the Employer will provide the Union a list of all classified employees 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;

7. Unique employee system identification number;
 8. Position number, if available;
 9. Employer code;
 10. Home department name;
 11. Work location, if available;
 12. Employee type;
 13. Seniority date;
 14. Employment date;
 15. Job percent of full;
 16. Gross wages (base salary) for the month (total salary from which dues are calculated);
 17. Salary range and step;
 18. Union deduction code(s), if available, and amount(s);
 19. Work county code and name, if available;
 20. Bargaining unit code;
 21. Whether an employee has been appointed to, separated from, or moved out of the bargaining units, and the effective date of such action;
 22. Retirement benefit plan; and
 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, employees, and contractors for or on account of compliance with this Article and any issues related to the deduction of dues and any issues related to employee status reports.

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.

ARTICLE 43 COMPENSATION

43.1 General Service Pay Range Assignments

- A. Effective July 1, 202~~13~~, each classification represented by the Union will continue to be assigned to the same salary range of the "State General Service Salary Schedule Effective ~~July 1, 2022~~~~January 1, 2019~~ through June 30, 202~~319~~" that it was assigned on June 30, 202~~31~~, except as otherwise specifically provided for in this article. Effective July 1, 202~~31~~, each employee will continue to be assigned to the same range and step of the State General Service Salary Schedule that they were assigned on June 30, 202~~31~~, except as otherwise specifically provided for in this article.
- B. Effective July 1, 202~~32~~, all ranges and steps of the State General Service Salary Schedule Effective July 1, 202~~21~~ through June 30, 2023 will be increased by ~~three and twenty five hundredths four~~ percent (~~3.254~~%), as shown in **Appendix E**. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2022.
- C. Effective July 1, 2024, all ranges and steps of the State General Service Salary Schedule Effective July 1, 2023 through June 30, 2024 will be increased by **two three** percent (23%), as shown in Appendix X. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2024.
- D. Minimum Wages Determined by Local Ordinances

Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in the Collective Bargaining Agreement, will be paid no less than the minimum wage directed by the

local ordinance. The Employer will first consider the hourly wage of the employee's base salary plus any applicable King County Premium Pay under [Subsection 43.15](#). If, after this consideration, the employee's salary is still below the local ordinance minimum wage, the Employer will place the employee on a step in the assigned salary range that is equal to or higher than the minimum wage requirement of the local ordinance.

~~D~~E. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection C, above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

43.2 "IT" Professional Structure Pay Range Assignments

A. Effective July 1, 2021, Appendix H identifies the salary range and classification assignment for the IT Professional Structure (ITPS) Range Salary Schedule effective July 1, 2021 through June 30, 2022.

B Effective July 1, 2023~~4~~, all salary ranges and steps of the "ITPS" Range Salary Schedule will remain in effect until June 30, 2022 as shown in Appendix H.

C. Effective July 1, 2024~~2~~, all salary ranges and steps of the "ITPS" Range Salary Schedule will be increased by ~~two three percent three and twenty-five hundredths percent~~ ~~three and twenty-five hundredths percent~~ (3.25~~3~~%), as shown in Appendix ~~IXX~~.

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

43.3 Pay for Performing the Duties of a Higher Classification

Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days of a higher-level classification will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Employer may grant a higher salary increase as provided in [Subsection 43.7 C](#). The increase will become effective on the first day the employee was performing the higher-level duties.

43.4 Establishing Salaries for New Employees and New Classifications

The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in [Appendices D](#) and [E](#).

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

43.5 Periodic Increases

Periodic increases are provided as follows:

- A. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.
- B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase to base salary following completion of twelve (12) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.
- C. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges in accordance with Subsections 43.6 A and B, above.
- D. The effective date of the periodic increase will be the first day of the month it is due.
- E. Employees hired before July 1, 2021 will retain their periodic increment date as of June 30, 2021.
- F. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.

43.6 Salary Assignment Upon Promotion

- A. Employees promoted to a position in a class whose salary range maximum is less than fifteen percent (15%) higher than the salary range maximum of the former class will be advanced 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.
- B. Employees promoted to a position in a class whose salary range maximum is fifteen percent (15%) or more higher than the salary range maximum of the former class will be advanced to a step of the salary range maximum for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.
- C. Recruitment, Retention, Other Business Needs or Geographic Adjustments
The Employer may authorize more than the step increases specified in Subsections 43.5 A and B, above, when there are recruitment, retention, or other business needs, as well as when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

43.7 Salary Adjustments

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

43.8 Demotion

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

43.9 Transfer

A transfer is defined as an employee-initiated move from one position to another position within the college or district, in the same job class (regardless of assigned range) or to a different job class with the same salary range. Transferred employees will retain their previous base salary.

43.10 Reassignment

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

43.11 Reversion

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

43.12 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in [Section 43.5](#), above.

43.13 Part-Time Employment

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

43.14 Callback

A. When an overtime-eligible employee has left the college/district grounds and is called to return to the work station outside of regularly scheduled hours to handle emergency situations that could not be anticipated, they will receive three (3) hours penalty pay plus time actually worked. The penalty

pay will be compensated at the regular rate. Time worked will be compensated in accordance with [Article 7](#), Hours of Work, and [Article 8](#), Overtime.

- B. Time worked by an overtime-eligible employee immediately prior to the regular shift does not constitute callback, provided time worked does not exceed two (2) hours or notice of at least eight (8) hours has been given.
- C. Overtime-eligible law enforcement employees do not qualify for callback pay.
- D. An employee who is receiving standby pay is not entitled to callback penalty pay if required to return to work after departing the worksite or is directed to report to duty prior to the starting time of their next scheduled work shift.

43.15 Shift Premium

- A. Shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 p.m. and 7:00 a.m. will be ~~one-two dollars and fifty-cents (\$2.0050)~~ one-two dollars and fifty-cents (\$2.0050) per hour ~~or one hundred seventy-four dollars (\$174.00) per month.~~
- B. Shift premium will be paid for the entire daily or weekly shift, which qualifies under Subsection 43.14 A, above. Shift premium may also be computed and paid at the above monthly rate for employees permanently assigned to a qualifying afternoon or night shift.
- C. An employee assigned to a shift that qualifies for shift premium pay will receive the same shift premium for authorized periods of paid leave.
- D. When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift premium, the employee will receive shift premium pay during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify for shift premium.

43.16 King County Premium Pay

Employees assigned to a permanent duty station in King County will receive five percent (5%) premium pay calculated from their base salary. When an employee is no longer permanently assigned to a King County duty station, they will not be eligible for this premium pay.

43.17 Standby

- A. An overtime-eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:
 - 1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the

employee's home or other specific location, but not a work site away from home.

2. The Employer requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
- B. Standby status will not be concurrent with work time.
- C. Employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.

43.18 Relocation Compensation

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:
1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or
 2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.
- B. If the employee receiving the relocation payment terminates or causes the termination of their employment with the State within one (1) year of the date of employment, the State will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due to the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

43.19 Salary Overpayment Recovery

- A. When the Employer has determined that an employee has been overpaid wages, the Employer will provide written notice, via certified mail, to the employee that will include the following items:
1. The amount of the overpayment;
 2. The basis for the claim; and
 3. The rights of the employee under the terms of this Agreement.
- B. Method of Payback
The employee must choose one (1) of the following options for paying back the overpayment:
1. Voluntary wage deduction;
 2. Cash; or
 3. Check.

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the Employer may agree to make other repayment arrangements. The payroll deduction to repay the overpayment will not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the Employer and employee can agree to an amount that is more than the five percent (5%).

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

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

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in [Article 30](#) of this Agreement.

43.20 Special Pay Salary Ranges

The Assistant Director of the State Human Resources or designee may adopt special pay salary ranges for positions based upon pay practices found in private industry or other governmental units. Current special pay practices at each college/district will continue.

43.21 Assignment Pay

Assignment pay is a premium added to the base salary and is intended to be used only as long as the skills, duties or circumstances it is based on are in effect. The Employer may grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium, as shown in [Appendix K](#).

43.22 Dependent Care Salary Reduction Plan

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

43.23 Pre-tax Health Care Premiums

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

43.24 Medical/Dental Expense Account

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

43.25 Voluntary Separation Incentives – Voluntary Retirement Incentives

The Employer will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program as approved by OFM, if such programs are provided for in the 2021-2023 operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure.

~~**43.26 One-Time Lump Sum Payment**~~

~~A. Effective July 1, 2022, bargaining unit employees will receive a lump sum amount of two thousand dollars (\$2000), who are:~~

~~1. Hired on or before July 1, 2022.~~

~~2. Occupying a position that has an annual full-time equivalent base salary of less than ninety nine thousand dollars (\$99,000.00) on June 30, 2022 after all adjustments to an employee's base salary have been completed.~~

~~i. Base salary excludes overtime, shift differential and all other premiums or payments.~~

~~ii. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty eight (2,088).~~

~~B. The amount for the lump sum payment for part-time employees will be proportionate to the number of hours the part-time employee was in pay status during fiscal year 2022 in proportion to that required for full-time employment.~~

~~C. Bargaining unit employees who occupy more than one position will receive only one lump sum payment. Eligibility for the lump sum payment will be:~~

~~a. Based upon the position in which work was performed on July 1, 2022; or~~

~~b. If no work was performed on July 1, 2022, then based on the position from which the employee receives the majority of compensation.~~

ARTICLE 44 HEALTH CARE BENEFITS AMOUNTS

*This [MOU](#) is included as an attachment to this Article.

- 44.1 A. For the ~~2021-2023~~2023-2025 biennium, the Employer Medical Contribution (EMC) will ~~contribute~~be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan Classic total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board. In no instance will the employee contribution be less than two percent (2%) of the EMC per month. The projected medical premium is the weighted average across all plans, across all tiers.
- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:
1. In ways to support value-based benefits designs; and
 2. To comply with or manage the impacts of federal mandates.
- Value-based benefits designs will:
1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
 2. Use clinical evidence; and
 3. Be the decision of the PEB Board.
- C. Subsection 44.1 B will expire June 30, ~~2023~~2025.
- 44.2 A. The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.
- B. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.
- 44.3 **Wellness**
- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment

survey. Employees will be granted work time and may use a state computer to complete the survey.

- B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

44.4 The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

44.5 Medical Flexible Spending Arrangement

- A. During January 202~~4~~² and again in January 202~~5~~³, the Employer will make available two hundred fifty dollars (\$250) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in [RCW 41.80.020\(3\)](#), who meets the criteria in Subsection 44.5 B below.
- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
1. Is occupying a position that has an annual full-time equivalent base salary of ~~sixty-thousand dollars (\$60,000)~~ ~~fifty thousand four dollars (\$50,004)~~ or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
 2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
 3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2088).
 4. Base salary excludes overtime, shift differential and all other premiums or payments.
- C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for

Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.

- D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to a FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

~~E. Eligible employees will be provided information regarding the benefit and use of the FSA funds at new employee orientation, during open enrollment periods, and at the beginning of each plan year. The PEB Health Care Benefits Labor Coalition and Health Care Authority committee will confer on methods of ensuring eligible employees understand and are able to access information regarding the FSA benefit, including exploring ways for employees to access information in preferred languages.~~

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.

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).

ARTICLE 47

EMPLOYEE LOUNGE FACILITIES

- 47.1 The Employer will provide employee lounge facilities apart from work areas. The lounge facilities will be maintained in a clean and safe manner.
- 47.2 Adequate lunchrooms, breakrooms, washrooms and toilet facilities will be provided and available for use by employees. The facilities will not normally be used for any other purpose.
- 47.3 Upon request, the Employer will endeavor to provide storage for personal items.

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.

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) 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, 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.

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

- 49.5 Participation and release time will be in accordance with [Section 37.4](#).
- 49.6 In the event of conditions beyond the control of the Employer, such as emergencies or mandated conditions requiring immediate implementation, the Employer will notify the Executive Director of the Union in writing (email to mandatorynotice@wfse.org) as soon as practicable.

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.

ARTICLE 51 ENTIRE AGREEMENT

- 51.1 This Agreement constitutes the entire agreement and any past practice or agreement between the parties prior to July 1, 2007, whether written or oral, is null and void, unless specifically preserved in this Agreement.
- 51.2 With regard to [WAC 357](#), this Agreement preempts all subjects addressed, in whole or in part, by its provisions.
- 51.3 This Agreement supersedes specific provisions of Employer policies with which it conflicts.
- 51.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

ARTICLE 52 SAVINGS CLAUSE

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.

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.

ARTICLE 54

TERM OF AGREEMENT

- 54.1** All provisions of this Agreement will become effective July 1, 202~~31~~, and will remain in full force and effect through June 30, 202~~53~~; 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~~42~~ and no later than January 31, 202~~42~~. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

APPENDIX A
BARGAINING UNITS REPRESENTED BY THE
WASHINGTON FEDERATION OF STATE EMPLOYEES - COMMUNITY
COLLEGES AS OF JULY 26, 2016

Bellevue College	Non-Supervisory Custodial, Maintenance, Grounds, and Mail	10388
Centralia College	Non-Supervisory Classified Supervisory Classified	10324 10358
CCs of Spokane	Non-Supervisory Classified Supervisory Classified	12599 10168
Everett CC	Non-Supervisory Classified Supervisory Classified	10241 8428
Green River College	Non-Supervisory Classified	10244
Lower Columbia College	Non-Supervisory Classified Supervisory Classified	10236-A 10242
Peninsula College	Non-Supervisory Classified	10243
Seattle College District	Non-Supervisory Classified Supervisory Classified	9113 10253
Shoreline CC	Non-Supervisory Custodial, Maintenance, Grounds, and Mail Non-Supervisory Classified Supervisory Classified	10327 10357 10356
South Puget Sound CC	Non-Supervisory Classified Supervisory Classified	10385 10355
Tacoma CC	Non-Supervisory Classified Supervisory Employees	10390 9513
Whatcom CC	All Classified	10237-A

APPENDIX B
HIGHER EDUCATION – WFSE
LAYOFF UNITS

<u>College</u>	<u>Layoff Units</u>
Bellevue College	<ol style="list-style-type: none">1. Project employment2. All other non-supervisory WFSE classified
Centralia College	<ol style="list-style-type: none">1. Project employment2. All other WFSE classified
Everett Community College	<ol style="list-style-type: none">1. Project employment2. All other WFSE classified
Green River College	<ol style="list-style-type: none">1. Project employment2. Fiscal Agent3. All other non-supervisory WFSE classified
Lower Columbia College	<ol style="list-style-type: none">1. Project employment2. Head Start/ECEAP3. All other WFSE classified
Peninsula College	<ol style="list-style-type: none">1. Project employment2. All other WFSE classified
Seattle College District	<ol style="list-style-type: none">1. Siegal Center (District Office)<ol style="list-style-type: none">a. Project employmentb. All other WFSE classified2. North Seattle Community College<ol style="list-style-type: none">a. Project employmentb. All other WFSE classified3. Seattle Central Community College<ol style="list-style-type: none">a. Project employmentb. All other WFSE classified4. South Seattle Community College<ol style="list-style-type: none">a. Project employmentb. All other WFSE classified

TENTATIVE AGREEMENT ONLY.

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Shoreline Community College	<ol style="list-style-type: none">1. Project employment2. All other WFSE classified
South Puget Sound Community College	<ol style="list-style-type: none">1. Project employment2. All other WFSE classified
Community Colleges of Spokane	<ol style="list-style-type: none">1. District Administration<ol style="list-style-type: none">a. Project employmentb. All other WFSE classified2. Spokane Community College<ol style="list-style-type: none">a. Project employmentb. All other WFSE classified3. Spokane Falls Community College<ol style="list-style-type: none">a. Project employmentb. All other WFSE classified
Tacoma Community College	<ol style="list-style-type: none">1. Project employment2. All other WFSE classified
Whatcom Community College	<ol style="list-style-type: none">1. Project employment2. All other WFSE classified

Note: Positions with multiple funding sources will be placed in the appropriate college “all other” layoff unit.

APPENDIX C
SPECIFIC CLASSIFICATION RANGE INCREASES BASED ON
RECRUITMENT, RETENTION, COMPRESSION OR
CLASS PLAN MAINTENANCE
AND
NEW JOB CLASSIFICATIONS
(EXCLUDES IT STRUCTURE IMPACTED CLASSES)

Job Class	Classification	Salary Range Increase and Basis for the Increase And New Ranges
147D	Budget Analyst 4	3 ranges (recruitment)
678I	Custodian 1	2+ range (retention)
678J	Custodian 2	2+ range (retention)
678K	Custodian 3	2+ range (retention)
678L	Custodian 4	3+2 range (compression)
678M	Custodian 5	3+2 range (compression)
<u>New</u>	<u>External Civil Rights Compliance Specialist 1</u>	<u>Range 47*</u>
<u>New</u>	<u>External Civil Rights Compliance Specialist 2</u>	<u>Range 53*</u>
<u>New</u>	<u>External Civil Rights Compliance Specialist 3</u>	<u>Range 59*</u>
<u>New</u>	<u>External Civil Rights Compliance Specialist 4</u>	<u>Range 62- 64*</u>
592M	Electronics Technician 4	2 ranges
143L	Fiscal Analyst 4	2 ranges (recruitment)
143M	Fiscal Analyst 5	3 ranges (recruitment)
151E	Fiscal Specialist 1	1 range (retention)
148M	Fiscal Technician 2*	2 ranges (1 range for \$14 minimum wage compression and 1 range for retention and inversion)
119E	Human Resource Consultant 1	1 range (class plan maintenance)
119F	Human Resource Consultant 2	2 ranges (class plan maintenance)
119G	Human Resource Consultant 3	4 ranges (class plan maintenance)
119H	Human Resource Consultant 4	4 ranges (class plan maintenance)
621J	HVAC Technician	2 ranges (recruitment and retention)
262J	Library & Archives Paraprofessional 2	2 ranges (class plan maintenance)
262M	Library & Archives Paraprofessional 4	4 ranges (class plan maintenance)
261A	Library & Archives Professional 1	5 ranges (class plan maintenance and compression)
626J	Maintenance Mechanic 1/Custodian	2 ranges (retention)
626K	Maintenance Mechanic 2	1 range (compression)
626L	Maintenance Mechanic 3	1 range (compression)
592E	Media Maintenance Technician 1	2 ranges (increased duties)

TENTATIVE AGREEMENT ONLY.

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592F	Media Maintenance Technician 2	2 ranges (increased duties)	
592G	Media Maintenance Technician 3	2 ranges (increased duties)	
592H	Media Maintenance Technician Lead	2 ranges (increased duties)	
618M	Automotive Mechanic	2 range	
674G	Cook 1	2 range	
674H	Cook 2	2 range	
674I	Cook 3	2 range	
675F	Food Service Worker	2 range	
675H	Food Service Supervisor	2 range	
677F	Food Service Manager 2	2 range	
677G	Food Service Manager 3	2 range	
385L385K	Security Guard 21	2 ranges (retention)	
385L	Security Guard 2	1 ranges	
632J	Truck Driver 2	3 ranges (retention)	
417I	Warehouse Operator 1**	3 ranges (1 range for \$14 minimum wage and 2 ranges for retention)	
417J	Warehouse Operator 2	2 ranges (compression)	
701F	RECREATION & ATHLETICS SPECIALIST 2	3 ranges	
701H	RECREATION & ATHLETICS SPECIALIST 4	2 ranges	
591I	Grounds & Nursery Services Specialist 1	32 (2 ranges) Base Range	32
591J	Grounds & Nursery Services Specialist 2	32 Base Range 34 (2 ranges)	34
591K	Grounds & Nursery Services Specialist 3	36 (2 ranges) Base Range	36
591L	Grounds & Nursery Services Specialist 4	37 Base Range 38 (2 ranges)	38
125C	Data Consultant 3	2 ranges	
125D	Date Consultant 4	2 ranges	
114E	Procurement & Supply Specialist	2 ranges	
115E	Procurement & Supply Support Specialist 1	2 ranges	
115F	Procurement & Supply Support Specialist 2	1 ranges	

**This 2-range increase for Fiscal Technician 2 is also referenced in Appendix F compression and inversion adjustments for the \$14 per hour minimum wage.*

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-2025 budget.

~~**This 3 range increase is also reflected in Appendix F—Job Classifications and Salary Range Increases Associated with Fourteen Dollar Per Hour Minimum Wage, Section 1.~~

**The associated increases shall be step for step and become effective July 1, 2023.*

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-2025 budget.

APPENDIX D
General Service Salary Schedule
*Placeholder

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-2025 budget.

APPENDIX E
General Service Salary Schedule
*Placeholder

APPENDIX F
JOB CLASSIFICATIONS AND SALARY RANGE INCREASES
ASSOCIATED WITH FOURTEEN DOLLAR PER HOUR MINIMUM WAGE
EFFECTIVE JULY 1, 2019

1. Fourteen Dollar Per Hour Minimum Wage Job Classifications And Range Increases

Class Code	Job Classification Title	Current Range	New Salary Range
227E	Checkstand Operator	27	30
678I	Custodian 1	27	30
678J	Custodian 2	29	32
206H	Digital Printing Operator	27	30
148L	Fiscal Technician 1	29	30
675F	Food Service Worker	27	30
591I	Grounds & Nursery Services Specialist 1	27	30
203E	Media Technician	28	30
100H	Office Assistant 1	27	30
100I	Office Assistant 2	29	32
205F	Printing & Duplication Specialist 2	29	32G
227F	Retail Clerk 1	29	32
116F	Stockroom Attendant 2	29	32
595K	Utility Worker 1	29	30G
117I	Warehouse Operator 1 ¹	29	32G

2. Compression and Inversion Adjustments for Fourteen Dollar Per Hour Minimum Wage

Class Code	Job Classification Title	Current Range	New Salary Range
105E	Administrative Assistant 1	32	35
105F	Administrative Assistant 2	35	37
105G	Administrative Assistant 3	39	40
674G	Cook 1	30	31
678K	Custodian 3	32	35
678L	Custodian 4	36	37
102A	Customer Service Specialist 1	32	35
102B	Customer Service Specialist 2	35	37

¹ This 3-range increase for Warehouse Operator 1 is also referenced in Appendix C targeted classification increases.

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-2025 budget.

148M	Fiscal Technician 2	32	34 ²
148N	Fiscal Technician 3	35	36
148O	Fiscal Technician Lead	36	37
148P	Fiscal Technician Supervisor	39	40
675G	Food Service Worker Lead	31	33
591J	Grounds & Nursery Services Specialist 2	30	32
591K	Grounds & Nursery Services Specialist 3	33	34
119E	Human Resource Consultant 1	45	46
119F	Human Resource Consultant 2	50	51
119G	Human Resource Consultant 3	54	55
119H	Human Resource Consultant 4	58	59
123E	Human Resource Consultant Assistant 1	35	36
123F	Human Resource Consultant Assistant 2	41	42
678H	Maintenance Custodian	31	34
100J	Office Assistant 3	31	34
100K	Office Assistant Lead	33	36
100L	Office Support Supervisor 1	36	38
107M	Program Assistant	32	35
107N	Program Coordinator	37	38
227G	Retail Clerk 2	31	34
227H	Retail Clerk Lead	34	36
100S	Secretary	30	33
100U	Secretary Lead	36	37
100T	Secretary Senior	33	35
674O	Snack Bar Lead	31	34
116G	Stockroom Attendant 3	32	35

² This 2-range increase for Fiscal Technician 2 is also referenced in Appendix C targeted classification increases. One range is based on minimum wage compression, and the other range increase is based on a targeted class increase for retention and inversion.

APPENDIX G

INFORMATION TECHNOLOGY PROFESSIONAL STRUCTURE (ITPS) CLASSIFICATIONS AND SALARY RANGES EFFECTIVE JULY 1, 2019

Code	New IT Professional Job Family Classifications	New Salary Range Effective July 1, 2019
482AD	IT Application Development - Entry	Range 4
483AD	IT Application Development - Journey	Range 5
484AD	IT Application Development - Senior/Specialist	Range 8
485AD	IT Application Development - Expert	Range 10
486AD	IT Application Development - Manager	Range 10
487AD	IT Application Development - Senior Manager	Range 11
482CS	IT Customer Support - Entry	Range 1
483CS	IT Customer Support - Journey	Range 3
484CS	IT Customer Support - Senior/Specialist	Range 5
486CS	IT Customer Support - Manager	Range 8
482DM	IT Data Management - Entry	Range 2
483DM	IT Data Management - Journey	Range 6
484DM	IT Data Management - Senior/Specialist	Range 7
485DM	IT Data Management - Expert	Range 9
486DM	IT Data Management - Manager	Range 10
487DM	IT Data Management - Senior Manager	Range 11
483A	IT Architecture - Journey	Range 4
484A	IT Architecture - Senior/Specialist	Range 9
485A	IT Architecture - Expert	Range 11
486A	IT Architecture - Manager	Range 10
487A	IT Architecture - Senior Manager	Range 11
482BA	IT Business Analyst - Entry	Range 3
483BA	IT Business Analyst - Journey	Range 5
484BA	IT Business Analyst - Senior/Specialist	Range 7
485BA	IT Business Analyst - Expert	Range 9
486BA	IT Business Analyst - Manager	Range 9
487BA	IT Business Analyst - Senior Manager	Range 10
482PP	IT Policy and Planning – Entry	Range 2
483PP	IT Policy and Planning - Journey	Range 3
484PP	IT Policy and Planning - Senior/Specialist	Range 8
485PP	IT Policy and Planning - Expert	Range 9
486PP	IT Policy and Planning - Manager	Range 10
487PP	IT Policy and Planning - Senior Manager	Range 11
482PM	IT Project Management - Entry	Range 5
483PM	IT Project Management - Journey	Range 6
484PM	IT Project Management - Senior/Specialist	Range 8
485PM	IT Project Management - Expert	Range 10
486PM	IT Project Management - Manager	Range 10

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-2025 budget.

Code	New IT Professional Job Family Classifications	New Salary Range Effective July 1, 2019
487PM	IT Project Management - Senior Manager	Range 11
483S	IT Security - Journey	Range 5
484S	IT Security - Senior/Specialist	Range 8
485S	IT Security - Expert	Range 11
486S	IT Security - Manager	Range 10
487S	IT Security - Senior Manager	Range 11
482VM	IT Vendor Management - Entry	Range 1
483VM	IT Vendor Management - Journey	Range 4
484VM	IT Vendor Management - Senior/Specialist	Range 7
485VM	IT Vendor Management - Expert	Range 8
486VM	IT Vendor Management - Manager	Range 10
487VM	IT Vendor Management - Senior Manager	Range 11
482NT	IT Network and Telecommunications - Entry	Range 3
483NT	IT Network and Telecommunications - Journey	Range 5
484NT	IT Network and Telecommunications - Senior/Specialist	Range 7
485NT	IT Network and Telecommunications - Expert	Range 9
486NT	IT Network and Telecommunications - Manager	Range 9
487NT	IT Network and Telecommunications - Senior Manager	Range 11
482QA	IT Quality Assurance - Entry	Range 3
483QA	IT Quality Assurance - Journey	Range 5
484QA	IT Quality Assurance - Senior/Specialist	Range 7
485QA	IT Quality Assurance - Expert	Range 8
486QA	IT Quality Assurance - Manager	Range 9
487QA	IT Quality Assurance - Senior Manager	Range 10
482SA	IT System Administration - Entry	Range 3
483SA	IT System Administration - Journey	Range 6
484SA	IT System Administration - Senior/Specialist	Range 7
485SA	IT System Administration - Expert	Range 9
486SA	IT System Administration - Manager	Range 8
487SA	IT System Administration - Senior Manager	Range 9

APPENDIX H
IT Professional Structure (ITPS) Range Salary Schedule
*Placeholder

APPENDIX I

IT Professional Structure (ITPS) Range Salary Schedule

*Placeholder

APPENDIX J
NEW CLASSIFICATIONS AND SALARY RANGES
(EXCLUDES IT PROFESSIONALS)

Job Class Code	Classification Title	Salary Range
125A	Data Consultant 1	43
125B	Data Consultant 2	46
125C	Data Consultant 3	52
125D	Data Consultant 4	58
481C	IT Support Technician 1	42
481D	IT Support Technician 2	46
125G	Technical Training Consultant	58

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 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.

~~Group B indicates those assigned duties granted AP which are not class specific as defined by the Washington Compensation Plan.~~

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%)**.

APPENDIX L TITLE IX

- L.1** Each college district is required to comply with the Violence Against Women Reauthorization Act, the Campus SaVE Act, and Title IX of the Education Amendments of 1972. Compliance with these federal laws and associated regulations requires institutions of higher education to adopt and implement programs designed to prevent and respond to domestic violence, dating violence, sexual assault, sexual harassment, and stalking. This program is typically referred to as “Title IX.”
- L.2** Pursuant to these federal laws, institutions of higher education are required to develop policies and procedures to prevent and respond to sexual violence and to train, properly process, investigate, and adjudicate sexual violence allegations. The Employer’s policies and procedures will incorporate specific requirements of the federal law and regulations governing processing of complaints conducting investigations and adjudications, imposing sanctions, and conducting appeals. In some areas these federal laws and regulations require additional procedural elements that will be adhered to, in addition to and in conjunction with, other Articles within this collective bargaining agreement. In instances where Articles within the collective bargaining agreement may conflict with policies and procedures required by these federal laws, the federal laws will take precedent.
- L.3** Consistent with their Title IX policies required by the federal regulations, community colleges will be utilizing a third-party (outside firm or Administrative Law Judges) to conduct Title IX hearings. The colleges will utilize impartial investigators for Title IX investigations who have been trained specifically for Title IX investigations.
- L.4** In the event that Title IX federal regulations are modified requiring current policies to be modified, the State will provide notice of the change and an opportunity to bargain consistent with Article 37.
- L.5** At any time during the process, regardless of the investigation, or outcome(s), employees retain the right to file a formal complaint with government authorities, including but not limited to:

U.S. Department of Education
Office for Civil Rights-- Seattle Office
915 Second Avenue Room 3310
Seattle, WA 98174-1099
Email: OCR.Seattle@ed.gov
Telephone: 206-607-1600

U.S. Department of Justice Civil Rights Division
950 Pennsylvania Avenue, N.W.
Educational Opportunities Section, PHB
Washington, D.C. 20530
Email: education@usdoj.gov
Telephone: (202) 514-4092 or 1-877-292-3804 (toll-free)

**B. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
COMMUNITY COLLEGE COALITION
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES**

**Office of Financial Management State Human Resources Future Rules
Re: Temporary Employees**

The parties agree that if a mandatory subject of bargaining arises in connection with the Office of Financial Management State Human Resources' future rule(s) defining temporary employees with respect to HB 2669, the parties will meet in accordance with Article 37—Mandatory Subjects.

Dated August 9, 2018

For the Employer

For the Union

_____/s/
Valerie Inforzato, Labor Negotiator

_____/s/
Mark Hamilton, Chief Negotiator

C. MEMORANDUM OF UNDERSTANDING

BETWEEN
 THE STATE OF WASHINGTON
 OFFICE OF FINANCIAL MANAGEMENT/LABOR RELATIONS SECTION
 (OFM/LRS)
 AND
 WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)

The parties have agreed to the following regarding the implementation of the new Information Technology (IT) Professional Structure:

I. Definitions:

The parties agree to the following terms and explanations for the purposes of implementation of the new IT Professional Structure.

Term	Explanation
Job Family	A functional discipline involving similar types of work requiring similar training, skills, knowledge, and expertise. <u>IT Families include:</u> Application Development, Customer Support, Data Management, IT Architecture, IT Business Analyst, IT Policy and Planning, IT Project Management, IT Security, IT Vendor Management, Network and Telecommunications, Quality Assurance, and System Administration.
Level	The measure of complexity of work performed. <u>IT Levels include:</u> Entry, Journey, Senior/Specialist, Expert, IT Manager, and Senior IT Manager
Allocation	The assignment of a position to a job family and level.
Reallocation	The assignment of a position to a different level and/or job family.
Class, Classes, and Classification (<i>where used in reference to job classification</i>)	Where these terms are used in the GG and HE/CCC CBA's, for the purposes of the implementation of the new IT Professional Structure, they shall be followed by "or job family/ies and level/s."

II. Impacts:

- A. Employees transitioned due to the IT Professional Structure may submit new bid and/or transfer requests in accordance with Articles 3 and 4 of the GG CBA and 4 and 43 of the HE/CCC CBA. The timeframe for submission of new bid requests will expire August 1, 2019.

- B. For the purposes of breaking ties in seniority for those employees impacted by the implementation of the new IT Professional Structure, Article 33.2A of the GG CBA and Article 39.2A of the HE/CCC CBA will not apply.
- C. The following conditions of employment will not change because a position is being transitioned into the new IT Professional Structure:
 - i. The determination of a position as overtime-eligible or overtime-exempt;
 - ii. Required licensure and/or certifications;
 - iii. The designation of a position as “required personnel” or “emergency employee”;
 - iv. The grievance procedure, as outlined in Article 29 of the GG CBA and Article 30 of the HE/CCC CBA;
 - v. The designation of a position as needing inherent flexibility as currently listed in Appendix B of the GG CBA;
 - vi. The eligibility for and/or receipt of existing assignment pays;
 - vii. Status as a non-permanent, on-call, in-training, project, seasonal/cyclic, trial service, transition review or probationary employee;
 - viii. Non-permanent, on-call, in-training, project, seasonal/cyclic, trial service, transition review or probationary period.
- D. Consistent with Article 38, Mandatory Subjects of the GG CBA and Article 37 of the HE/CCC CBA, the Employer will provide notice of any proposed change resulting in bargaining unit work leaving the bargaining unit.

III. Work History

- A. The parties will convene a workgroup comprised of agency and union representatives no later than January 14, 2019. The workgroup will develop an IT Assessment Form and the procedures that will be used for completion of the form. The purpose of the form is to allow an employee in an IT classification the ability to objectively capture their work history, skills and abilities for the IT positions worked prior to June 30, 2019. In the event of a layoff, reversion, or other relevant employment action, the IT Assessment Form can be submitted along with any other relevant information to determine impacted employee option/s or comparability within the IT Professional Structure.

- B. GG Article 34, Layoff and Recall, and HE/CCC Article 35, Layoff and Recall, of the parties' 2017-2019 CBAs are modified as shown in the articles listed above in the 2019-2021 CBAs.

IV. Compensation

- A. The parties agree that the chart in Attachment 1 to this MOU reflects the IT Professional Structure, its job families and levels, and the assigned salary ranges effective July 1, 2019 prior to the application of any negotiated increases. The chart in Attachment 2 to this MOU reflects the steps within those ranges effective July 1, 2019 prior to the application of any negotiated increases.
- B. In recognition of the unique scale of the IT Professional Structure, the parties agree to vary from the CBA for salary assignment. Employees reallocated into the IT Professional Structure on July 1, 2019 will have their initial salary determined as follows:
 - i. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or their salary falls within the new salary range.
 - ii. All other employees will have their salary in effect as of June 30, 2019, increased by 2.5% (two and one-half percent). Effective July 1, 2019, these employees will transition to the assigned range and step on the IT salary schedule for their family and level that is nearest to, but no less than, their adjusted salary, except that no employee will be placed higher than Step M on the new salary schedule.
 - iii. The new IT Professional Structure salary schedule will then be adjusted to reflect any negotiated general wage increase effective July 1, 2019.
- C. Employees in the IT Professional Structure will receive periodic increases in accordance with Sections 42.8 of the GG CBA and 43.6 of the HE/CCC CBA.
- D. Question #16 of the Step M Q&A applies to positions transitioned due to the implementation of the IT Professional Structure.
 - 16. If a classification is moved to a new pay range as a result of collective bargaining will time spent at Step L of the previous range count towards the six-year requirement to move to step M of the new range?

Yes. If a classification is moved to a new pay range as a result of collective bargaining, time spent at step L of the previous range will count towards the six-year requirement to move to step M of the new range.

- E. Positions at the Entry, Journey, and Senior/Specialist level in the IT Professional Structure that are designated as a supervisor will receive a five percent (5%) supervisory pay differential in addition to the base salary.
- F. This agreement does not preclude either party from negotiating additional increases during the negotiation of the 2019-2021 GG and HE/CCC master agreements and is not precedent setting. Subject to legislative approval, this agreement will take effect July 1, 2019.

Dated: 9/11/2018

For the Employer:

For the Union:

/s/
John Vencill, Labor Negotiator

/s/
Amy Spiegel, Director of Negotiations

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-2025 budget.

Information Technology (IT) Professional Structure MOU – Attachment 1

Family	Entry	Journey	Senior/Specialist	Expert	IT Manager	Senior IT Manager
Application Development	4 \$64752-\$87072	5 \$69612-\$93612	8 \$80580-\$108384	10 \$88836-\$119460	10 \$88836-\$119460	11 \$93288-\$125460
Customer Support	1 \$52128-\$70116	3 \$60240-\$81048	5 \$69612-\$93612	N/A	8 \$80580-\$108384	N/A
Data Management	2 \$56028-\$75360	6 \$73092-\$98304	7 \$76740-\$103212	9 \$84612-\$113796	10 \$88836-\$119460	11 \$93288-\$125460
IT Architecture	N/A	4 \$64752-\$87072	9 \$84612-\$113796	11 \$93288-\$125460	10 \$88836-\$119460	11 \$93288-\$125460
IT Business Analyst	3 \$60240-\$81048	5 \$69612-\$93612	7 \$76740-\$103212	9 \$84612-\$113796	9 \$84612-\$113796	10 \$88836-\$119460
IT Policy and Planning	2 \$56028-\$75360	3 \$60240-\$81048	8 \$80580-\$108384	9 \$84612-\$113796	10 \$88836-\$119460	11 \$93288-\$125460
IT Project Management	5 \$69612-\$93612	6 \$73092-\$98304	8 \$80580-\$108384	10 \$88836-\$119460	10 \$88836-\$119460	11 \$93288-\$125460
IT Security	N/A	5 \$69612-\$93612	8 \$80580-\$108384	11 \$93288-\$125460	10 \$88836-\$119460	11 \$93288-\$125460
IT Vendor Management	1 \$52128-\$70116	4 \$64752-\$87072	7 \$76740-\$103212	8 \$80580-\$108384	10 \$88836-\$119460	11 \$93288-\$125460
Network and Telecommunications	3 \$60240-\$81048	5 \$69612-\$93612	7 \$76740-\$103212	9 \$84612-\$113796	9 \$84612-\$113796	11 \$93288-\$125460
Quality Assurance	3 \$60240-\$81048	5 \$69612-\$93612	7 \$76740-\$103212	8 \$80580-\$108384	9 \$84612-\$113796	10 \$88836-\$119460
System Administration	3 \$60240-\$81048	6 \$73092-\$98304	7 \$76740-\$103212	9 \$84612-\$113796	8 \$80580-\$108384	9 \$84612-\$113796

Information Technology (IT) Professional Structure MOU – Attachment 2

Monthly Salary Amounts

Pay Scale Group	A	B	C	D	E	F	G	H	I	J	K	L	M
1	4,344	4,453	4,564	4,678	4,795	4,915	5,038	5,164	5,293	5,425	5,561	5,700	5,843
2	4,669	4,786	4,906	5,029	5,155	5,284	5,416	5,551	5,690	5,832	5,978	6,127	6,280
3	5,020	5,146	5,275	5,407	5,542	5,681	5,823	5,969	6,118	6,271	6,428	6,589	6,754
4	5,396	5,531	5,669	5,811	5,956	6,105	6,258	6,414	6,574	6,738	6,906	7,079	7,256
5	5,801	5,946	6,095	6,247	6,403	6,563	6,727	6,895	7,067	7,244	7,425	7,611	7,801
6	6,091	6,243	6,399	6,559	6,723	6,891	7,063	7,240	7,421	7,607	7,797	7,992	8,192
7	6,395	6,555	6,719	6,887	7,059	7,235	7,416	7,601	7,791	7,986	8,186	8,391	8,601
8	6,715	6,883	7,055	7,231	7,412	7,597	7,787	7,982	8,182	8,387	8,597	8,812	9,032
9	7,051	7,227	7,408	7,593	7,783	7,978	8,177	8,381	8,591	8,806	9,026	9,252	9,483
10	7,403	7,588	7,778	7,972	8,171	8,375	8,584	8,799	9,019	9,244	9,475	9,712	9,955
11	7,774	7,968	8,167	8,371	8,580	8,795	9,015	9,240	9,471	9,708	9,951	10,200	10,455

Information Technology (IT) Professional Structure MOU – Attachment 3

Annual Salary Amounts

Pay Scale Group	A (Min)	B	C	D	E	F	G	H	I	J	K	L	M*
1	52,128	53,436	54,768	56,136	57,540	58,980	60,456	61,968	63,516	65,100	66,732	68,400	70,116
2	56,028	57,432	58,872	60,348	61,860	63,408	64,992	66,612	68,280	69,984	71,736	73,524	75,360
3	60,240	61,752	63,300	64,884	66,504	68,172	69,876	71,628	73,416	75,252	77,136	79,068	81,048
4	64,752	66,372	68,028	69,732	71,472	73,260	75,096	76,968	78,888	80,856	82,872	84,948	87,072
5	69,612	71,352	73,140	74,964	76,836	78,756	80,724	82,740	84,804	86,928	89,100	91,332	93,612
6	73,092	74,916	76,788	78,708	80,676	82,692	84,756	86,880	89,052	91,284	93,564	95,904	98,304
7	76,740	78,660	80,628	82,644	84,708	86,820	88,992	91,212	93,492	95,832	98,232	100,692	103,212
8	80,580	82,596	84,660	86,772	88,944	91,164	93,444	95,784	98,184	100,644	103,164	105,744	108,384
9	84,612	86,724	88,896	91,116	93,396	95,736	98,124	100,572	103,092	105,672	108,312	111,024	113,796
10	88,836	91,056	93,336	95,664	98,052	100,500	103,008	105,588	108,228	110,928	113,700	116,544	119,460
11	93,288	95,616	98,004	100,452	102,960	105,540	108,180	110,880	113,652	116,496	119,412	122,400	125,460

**D. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON,
THE COALITION OF COMMUNITY COLLEGES
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES**

Title IX Changes

Title IX of the Education Act Amendments of 1972 provides:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. 20 U.S.C. 1681(a).

Regulations to enforce the Act are promulgated by the United States Department of Education. *See* 34 C.F.R. § 106. The parties recognize that the subject of Title IX and the new requirements of federal regulations requiring investigations of complaints pursuant to that law should be accurately reflected in the collective bargaining agreement (CBA) between the parties. The parties further acknowledge that there is still a dispute between them as to what is required specific to just cause protections for represented employees who may be the subject of a Title IX complaint.

At this time, further legal exploration of the subject is needed before any provisions can be included in the successor CBA being bargained for the 2021-2023 agreement. Therefore, the parties agree to continue bargaining over this issue pursuant to this MOU until we can either reach agreement or impasse. If an agreement is reached, an MOU will be entered into to reflect the understanding of the parties and be incorporated into the completed 2021-2023 agreement.

OFM will negotiate on behalf of all of the represented coalition colleges to reach a conclusion or impasse on this issue. The parties agree that there is no economic component to these on-going negotiations and that the conclusion is not dependent upon legislative funding.

Notification

Bargaining will commence in February 2021, or sooner if the parties can receive an understanding on the legal ramifications of the law before then. Either party can initiate the bargaining with a notice of intent to bargain shared at least 21 days in advance of a suggested date to begin bargaining.

Precedence

This agreement is not precedent setting and does not establish a practice.

TENTATIVE AGREEMENT REACHED

Dated September 21, 2020

For the Employer

For the Union

/s/

/s/

Janetta Sheehan, Senior Labor Negotiator

Mark Hamilton, Labor Advocate

**E. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON/
SEATTLE COLLEGE DISTRICT
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES**

**Compensatory Time/Additional Regular Hours Accrual and Use
on December 20, 21 and 22, 2022 Campus Closure**

The State of Washington (State), Seattle College District (Employer College) and the Washington Federation of State Employees (Union) hereby agree to the following compensatory time/additional regular hours accrual and use when the campus is closed three days, on December 20, 21, 22, 2022. (campus closure):

1. This MOU pertains to overtime eligible full-time classified employees and to part-time classified employees who work a minimum of 20 and less than 40 hours per week, who are covered by the parties' Collective Bargaining Agreement (CBA).
2. For anyone who qualifies for overtime or is an overtime eligible full-time classified employee (scheduled to work 40 hours per workweek): Beginning July 18 to November 30, 2022 supervisors will provide employees an opportunity to work and earn compensatory time equivalent to the time to offset the hours that would otherwise be uncompensated on December 20, 21, and 22, 2022 These provisions in no way limit overtime or compensatory time that may be earned due to other circumstances in accordance with the CBA, Article 8. Per the CBA, employees may be required to use earned compensatory time before using vacation leave. Therefore, the earned compensatory time serves to offset the use of any form of paid leave during the campus closure.
3. For part-time classified employees scheduled to work a minimum of 20 and less than 40 hours per week: Beginning August 1 to December 11 at a supervisor's discretion, based on the work that is available, the supervisor may allow employees to work additional hours and earn no more than the number of regular hours they would have been otherwise scheduled to work on December 20, 21, 22, 2022. Part-time classified employees who are interested in additional hours may e-mail their supervisor, and copy their College HR Director, to request additional hours.
4. Employees will notify their supervisor if they are interested in earning compensatory time in the preceding Section 2 or additional regular hours in the preceding Section 3 (compensatory time/additional regular hours).
5. The supervisor will determine the type of work to be performed and the schedule for compensatory time/additional regular hours, which can include online trainings offered by the Colleges with proof of completion of the training.

6. Employees will use the People Soft Comments section to designate the compensatory time/additional regular hours.
7. Use of Paid and/or Unpaid Leave: Eligible employees, subject to this MOU, who earn leave may use any combination of paid leave (compensatory time, vacation leave, personal holiday or personal leave) and/or unpaid leave (leave without pay) during the campus closure. Employees may only use sick leave for sick leave purposes per the CBA, Article 12.
8. Holiday Pay for eligible employees, subject to this MOU:

Employees will need to be in paid status for at least one hour or use some form of paid leave on their last regularly scheduled workday prior to December 22, 2022, to receive holiday pay for December 23 and 26, 2022.

9. Special Circumstances: If an employee has special need for leave to cover the campus closure as an exception to the options listed above, the employee may contact the Vice Chancellor for Human Resources to discuss alternatives on a case-by-case basis.
10. Contract Implications: The earning of compensatory time/additional regular hours for campus closure purposes may not be designated by the employee as overtime. There will be no payout for compensatory time/additional regular hours earned for the closure.
11. Notification: Employees will be notified of the planned closure and details of this agreement within five (5) calendar days after it is signed by both parties.
12. Contact for Questions: College Human Resources Office.

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F. 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:

- 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.

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-2025 budget.

- (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.

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:

/s/

09/20/2022

/s/

09/21/2022

Janetta Sheehan, OFM
Sr. Labor Negotiator

Date

James Dannen,
WFSE/AFSCME Council 28
Lead Negotiator

Date

G. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PEBB COALITION OF UNIONS

Medical Flexible Spending Arrangement Work Group

Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the State of Washington, the parties have agreed to a benefit involving a Medical Flexible Spending Arrangement. Due to unknown reasons, a majority of eligible employees did not use some or all of this benefit.

The parties agree to use the already scheduled quarterly series of meetings between HCA, OFM and Union staff representatives to review data and discuss possible options and solutions to increase represented employees' awareness and utilization of the FSA benefit. The parties will focus their efforts on the following items:

1. Creating an introductory paragraph explaining the FSA benefit for represented employees for use in HCA communications. This communication shall include all the participatory unions' logos and/or names provided by the unions as well as HCA/PEBB branding.
2. Exploring the option of sharing a list of all eligible employees who did not use the \$250 benefit for the previous calendar year.
3. Creating a timely and targeted communication for those employees who have not yet accessed their FSA benefit.
4. Reviewing existing communications provided to new employees about the FSA benefit.
5. Assisting the Coalition of Unions with providing information to their members about the FSA benefit.
6. Ensuring that any information shared protects employees' personally identifiable information and protected health information.
7. Exploring options to provide access to this information for non-English speakers, for example, a flyer in multiple languages with notification of these benefits.

This MOU will expire on June 30, 2025.

For the Employer:

For the Healthcare Coalition:

/s/ 09/14/2022
Ann Green, OFM Date
Lead Negotiator

/s/ 09/15/2022
Jane Hopkins, President Date
SEIU 1199NW

/s/ 09/15/2022
Karen Estevenin, Executive Director Date
PROTEC17

H. MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF WASHINGTON

AND

WASHINGTON FEDERATION OF STATE EMPLOYEES

COMMUNITY COLLEGES COALITION

Implementing Recognition and Retention Lump Sum Payment

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Coalition of Community Colleges, Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the Washington Federation of State Employees Coalition of Community Colleges (WFSE CCC) is entered into for the purposes of implementing a one-time recognition lump sum payment.

- A. In recognition of the service classified college employees have provided the citizens of Washington throughout the COVID pandemic and the need to retain critical college employees in all community colleges; a one-time lump sum bonus will be provided.

Effective July 1, 2023, bargaining unit employees will be eligible to receive a one-time lump sum payment of one thousand dollars (\$1,000.00) if they meet the following condition:

Was hired on or before July 1, 2022 and still employed on July 1, 2023 and did not experience a break in service. Employees who meet the definition of temporary employee and who have met the 350 hour representation threshold are not considered to have a break in service.

- B. The lump sum bonus will be reflected within the employee's paycheck subject to all required state, federal, and retirement withholdings and will be paid no earlier than July 25, 2023. The one-time bonus will not be subject to union dues or other union fees.

- C. Bargaining unit employees will only receive one lump sum payment regardless, of whether they occupy more than one position within State government or higher education.

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2023-2025 budget.

a. For Employees who hold more than one position within State government or higher education; the position for which they work the majority of their hours will be responsible for processing the lump sum payment.

b. Payment eligibility is based on employee’s position on July 1, 2023.

D. The amount of the lump sum payment for part-time and temporary employees will be proportionate to the number of hours the part-time or temporary employee was in pay status during fiscal year 2023 in proportion to that required for full-time employment.

a. For employees who hold more than one part-time and/or on call and/or temporary position, the number of hours will be cumulative from all positions. The lump sum payment will not exceed one thousand dollars (\$1,000.00).

b. Hours will be calculated as of June 30, 2023 and may affect the date when the payment is issued, therefore payments may be delayed to the August 10 paycheck.

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

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:

/s/

09/30/2022

/s/

09/30/2022

Janetta Sheehan, OFM
Sr. Labor Negotiator

Date

James Dannen,
WFSE/AFSCME Council 28
Lead Negotiator

Date