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Collective
Bargaining
Agreement

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Between
Thurston Conservation District
 And
**The Washington Federation of
 State Employees**



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Effective January 1, 2022 through December 31, 2024

**Washington Federation of State Employees
2022-2024**

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PREAMBLE

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This Agreement is entered into by and between the Board of Supervisors of The Thurston Conservation District, hereafter referred to as the "District," and the Washington Federation of State Employees (WFSE), AFSCME Council 28, AFL-CIO, hereafter referred to as the "Union."

In implementing this Agreement, a harmonious working relationship between the parties, based on the principles of collaboration and mutual respect, will best help the achievement of common objectives. It is the intent of the parties to support the mission of The District with a commitment to collaboration, honesty, mutual respect, and fair treatment to all employees, as well as the promotion of environmental sustainability in the delivery of high quality, efficient services to Thurston County. The parties recognize the value of employees, the work they perform, and the contributions they make to the District. This Agreement specifies wages, hours, and other terms and conditions of employment, and provides methods for prompt and fair resolution of differences.

**ARTICLE 1
UNION RECOGNITION**

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A.1 Thurston Conservation District recognizes the Union as the exclusive bargaining representative for collective negotiations on personnel matters including wages, hours, and working conditions regarding the employees described as follows:

All full-time and regular part-time non-supervisory employees of the Thurston Conservation District, excluding confidential employees, and all other employees.

1.2 This Agreement covers the employees in the bargaining unit described above.

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 for any other conservation districts for which the Washington State Conservation Commission is the coordinating state agency for, the terms of this Agreement will apply.

**ARTICLE 2
ANTI-DISCRIMINATION**

2.1 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, status as a breastfeeding mother, marital status, race, color, 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, status as a victim of domestic violence, sexual assault or stalking, 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 been the subjects of discrimination are encouraged to discuss such issues with the District’s Executive Director, or file a complaint in accordance with the District’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.

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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 District 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 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, managers, and clients 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 District Executive Director and/or the Union. If the inappropriate workplace behavior involves the District Executive Director, an employee and/or the employee’s Union representative will report this behavior to the Union and/or the Finance and Administration Manager, who will inform the Board of Supervisors if unable to resolve. An employee or the employee’s representative should identify complaints as inappropriate workplace behavior. The District will investigate the reported behavior and take appropriate action as necessary per District policy. The employee and/or Union representative will be notified upon conclusion of the investigation. The District will provide the employee and the Union representative with a copy of the investigation report.

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3.3 Retaliation against employees who make a workplace behavior complaint will not be tolerated.

3.4 The District and the Union may agree to joint training on workplace behavior for all employees.

3.5 An employee who is subjected to disrespectful or hostile treatment during a work meeting is encouraged to notify meeting members and withdraw from the meeting, if needed. The employee will not be subject to discipline for taking this action. In addition, the employee may request a meeting with the Executive Director to discuss expectations for future meeting facilitation, ground rules, and participation expectations in order to assure fair and professional conduct.

**ARTICLE 4
UNION RIGHTS AND ACTIVITIES**

4.1 Right to Representation

An employee has the right to representation at all levels on any matter adversely affecting the employee’s conditions of employment. The exercise of this right shall not unreasonably delay or postpone a meeting. 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.

4.2 Staff Representatives

- A. The Union will provide the District with a written list of staff representatives assigned to the District. The Union will provide written notice to the District of any changes within thirty (30) calendar days of the changes.
- B. Staff representatives will have access to the District’s offices or facilities within their jurisdiction to carry out representational activities.

1 C. The District’s written Board or administrative policies pertaining to employees
2 represented by the Union will be made available to staff representatives.

3

4 **4.3 Union Stewards**

5 A. Steward List

6 The Union will provide the District with a written list of current Union stewards. The
7 District will not recognize an employee as a Union steward if the employee’s name
8 does not appear on the list.

9 B. Release Time

10 Union stewards will be granted a reasonable amount of time during their core hours of
11 work to investigate and process grievances in accordance with Article 7, Grievance
12 Procedure. In addition, Union stewards will be released during their core hours of work
13 to prepare for and attend meetings within the bargaining unit and District for the
14 following representational activities:

- 15 1. Investigatory interviews and pre-disciplinary meetings in accordance with
16 Article 8, Discipline;
- 17 2. Union-Management Committee meetings and Union-Management
18 Committee pre-meetings in accordance with Article 10, Union-
19 Management Committee;
- 20 3. Informal grievance resolution meetings, grievance meetings, alternative
21 dispute resolution meetings, or arbitration hearings in accordance with
22 Article 7, Grievance Procedure; and
- 23 4. In accordance with Section 5.9, New Employee Orientation.

24 C. Steward Mentoring

25 A second shop steward may observe representational activities specified in Section
26 4.3.B.1 and Section 4.3.B.3 above for the purpose of mentoring and training. The
27 WFSE will provide written notice of the Union steward’s name to Human Resource
28 Services prior to the training.

29 D. Notification

30 The Union steward will notify the supervisor before attending any meeting or hearing
31 during the steward’s core hours of work. All notifications must include the

1 approximate amount of time the steward expects the activity to take. District business
2 requiring the Union steward’s immediate attention will be completed prior to the
3 steward attending the meeting or hearing. Union stewards will suffer no loss in pay for
4 attending meetings and hearings that are scheduled during the Union steward’s core
5 hours of work. Attendance at meetings or hearings during the Union steward’s non-
6 work hours will not be considered as time worked.

7 If the amount of time a Union steward spends performing representational activities is
8 unreasonably affecting the steward’s ability to accomplish assigned duties, the District
9 will notify and discuss the concerns with the steward, the Chief Steward and the
10 Council Representative.

11
12 **4.4 Employees**

13 A. Release Time

14 Employees will be provided a reasonable amount of time during their core hours of
15 work to meet with the Union steward and/or staff representative to process a grievance.
16 In addition, employees will be released during their core hours of work to prepare for
17 and attend meetings or hearings for the following:

- 18 1. Informal grievance resolution meetings, grievance meetings, alternative dispute
19 resolution meetings, or arbitration hearings in accordance with Article 7,
20 Grievance Procedure, and held during the employee’s core hours of work;
- 21 2. Subpoenaed Witnesses in an Arbitration and Unfair Labor Practices:
 - 22 a. When an employee is subpoenaed as a witness on behalf of the Union
23 in arbitration and unfair labor practice cases, the employee will not be
24 required to use paid leave time for an appearance occurring during the
25 employee’s core work hours.
- 26 3. Investigatory interviews and/or pre-disciplinary meetings in accordance with
27 Article 8, Discipline; and
- 28 4. Negotiations in accordance with Article 15, Mandatory Subjects.

29 B. Notification

30 The employee will notify their supervisor before attending any meeting or hearing during
31 the employee’s core hours of work. All notifications must include the approximate amount

1 of time the employee expects the activity to take. District business requiring the
2 employee's immediate attention must be completed prior to the employee attending the
3 meeting or hearing. Employees will suffer no loss in pay for attending meetings and
4 hearings that are scheduled during the employee's core hours of work. Attendance at
5 meetings or hearings during the employee's non-work hours will not be considered as time
6 worked.

7 If the amount of time an employee spends preparing for or attending meetings or hearings
8 is unreasonably affecting the employee's ability to accomplish assigned duties, the District
9 will notify and discuss the concerns with the employee, the Chief Steward and the Council
10 Representative.

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12 **4.5 Use of District Facilities, Resources, and Equipment**

13 A. Meeting Space and Facilities

14 The District's facilities may be used by the Union to hold meetings in accordance with
15 District policy, availability of the space, and with prior notice to the District.

16 B. Supplies and Equipment

17 The Union and employees shall not use District -purchased supplies or equipment to
18 conduct internal Union business.

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

20 Employees may use District-owned e-mail to request Union representation. Union
21 representatives and stewards may use District owned/operated equipment to communicate
22 with the affected employees and/or the District for the purpose of administration of this
23 Agreement to include electronic transmittal of grievances and responses in accordance with
24 Article 7, Grievance Procedure. It is the responsibility of the sending party to ensure the
25 material is received.

26 D. The Union and its shop stewards will not use the above-referenced District equipment for
27 any purpose prohibited by the Washington State Executive Ethics Board. Communication
28 that occurs over district-owned equipment is the property of the District and may be subject
29 to public disclosure.

30
31 **4.6 Bulletin Boards**

1 The District will provide a designated bulletin board and space for the bulletin boards for
2 Union communication. Material posted on a bulletin board will be appropriate to the
3 workplace, politically non-partisan, in compliance with state ethics laws, and clearly
4 identified as Union literature. Union information shall not be posted or otherwise
5 disseminated at any other location in the worksite.

6
7 **4.7 Time Off for Union Activities**

- 8 A. Union-designated employees may request to be allowed time off without pay to attend
9 Union-sponsored meetings, training sessions, conferences, and conventions, and such
10 requests will be granted, provided the absence of the employee(s) does not unreasonably
11 interfere with the operating needs of the District. If the requested absence is approved,
12 employees may use leave, such as personal holiday or accrued vacation leave, or leave
13 without pay.
- 14 B. The Union will give the District a written list of the names of the employees it is requesting
15 to attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

16
17 **4.8 Temporary Employment with the Union**

18 With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted
19 leave without pay to accept temporary employment with the Union for a specified duration,
20 not to exceed thirty (30) days, provided the employee's time off will not unreasonably
21 interfere with the operating needs of the District as determined by management. The
22 parties may agree to an extension of leave without pay up to an additional six (6) months.
23 The returning employee will be employed in the same or a comparable position.

24
25 **4.9 WFSE Council President and Vice-President (If Employed by the District)**

26 A. Leave of Absence

27 Upon request of the Union, the District will grant leave with pay for the WFSE Council
28 President and Vice-President for their term of office. The Union will give the District at
29 least thirty (60) calendar days prior notice, unless otherwise agreed to in writing. The
30 Union will reimburse the District for the "fully burdened costs of the positions" the District
31 incurs as a result of placing the Council President and Vice-President on leave with pay

1 during the period of absence. The Union will reimburse the District by the 20th of each
2 month for the previous month.

3

4 B. Leave Balances

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

12

13 C. Indemnification

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

19

20 D. Return Rights

21 The President and Vice-President will have the right to return to the same or a comparable
22 position, provided such position is vacant or occupied by a temporary employee, and
23 provided such reemployment is not in conflict with other articles in this Agreement. The
24 employee and the District may enter into a written agreement regarding return rights prior
25 to the commencement of the leave.

26

27 **4.10 Master Agreement Negotiations-Release Time**

28 The Union will provide the District a written list of the employees serving on the master
29 agreement negotiations team in accordance with Section 4.8 B, above.

30

1 The District will approve paid release time for formal negotiation sessions for up to three
2 (3) Union team members.

3 A. Subject Matter Experts

4 Either party may invite subject matter experts to present information during formal
5 negotiation sessions when pertinent topics are under negotiations for a time period agreed
6 to by the parties. The Union will provide the District with the names of the employee
7 subject matter experts seven (7) calendar days prior to the identified negotiation session(s),
8 unless mutually agreed otherwise. The District will release the Union-selected subject
9 matter experts to attend formal negotiations if their absence(s) does not cause a disruption
10 of work or impact operations. The District may approve compensatory time, vacation time,
11 personal holiday, personal leave, or leave without pay for the subject matter expert to attend
12 negotiation sessions, or at the discretion of the supervisor an employee may adjust their
13 work schedule to present as a subject matter expert in negotiations. Attendance at the
14 formal negotiations session(s) during the employee subject matter expert’s non-work time
15 will not be compensated for nor considered time worked.

16 B. Confidentiality/Media Communication

17 Formal negotiations sessions will be closed to the press and the public unless agreed
18 otherwise by the Chief Negotiators. No proposal will be placed on the parties’ websites or
19 other public places such as bulletin boards. The parties are not precluded from
20 communicating with their respective constituencies about the status of negotiations while
21 they are taking place. There will be no public disclosure or public discussion of the issues
22 being negotiated until resolution is reached on all issues submitted for negotiations.

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**ARTICLE 5
HIRING AND APPOINTMENTS**

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27 **5.1 Filling Positions**

28 The District will determine when a position will be filled, the type of appointment to be
29 used when filling the position, and the knowledge, skills, and abilities necessary to perform
30 the duties of the specific position. The District shall determine whether a position will be
31 filled on a full-time or part-time basis. Consideration will be limited to individuals who
32 have the knowledge, skills, abilities, and qualifications required for the position.

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5.2 Types of Positions

- A. Employee: A person occupying a position and who is paid a salary or wage for services rendered. A new employee must provide necessary documentation to comply with Federal Law (I-9) within 3 days of employment.
- B. Regular Employee: Any employee who has been appointed to continuous year-round employment and receives employment benefits.
- C. Temporary Employee: Any seasonal, limited term, project, or emergency employee hired for usually less than one year and who is not eligible for employment benefits. If employment continues for 12 consecutive months with compensated hours exceeding 70 hours every month, the temporary employee automatically becomes a Regular Employee.
- D. Exempt Employee: An employee who is paid a fixed salary, rather than an hourly wage, and whose duties meet the criteria for exclusion from the state and federal overtime wage requirements.
- E. Non-Exempt Employee: An employee who, because of their duties or hourly status, is entitled to overtime and comp time compensation.

5.3 Recruitment of Candidates

- The hiring process begins when a need for an employee is identified, whether by a vacancy or as a result of a program enhancement.
- A. The job description is reviewed or established and the position announcement is developed. Advertising may be conducted using various means to solicit candidate applications. The District will ensure diversity, equity and inclusion is included in their hiring process.
 - B. A District Application form shall be obtained from all interested parties. Interviews may be conducted in a manner set forth by the Executive Director of the District.
 - C. A copy of the offer letter together with the completed application will be filed in the Accounting Department as the beginning of the new employee’s personnel file. Accounting will prepare a payroll action form for appropriate approvals.

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5.4 Opportunities for Bargaining Unit Applicants

The District recognizes the importance of creating and maintaining opportunities for career advancement for qualified bargaining unit employees. When a bargaining unit position becomes available that the District intends to fill, if there are qualified bargaining unit applicants for the position, the District will invite them to participate in the initial interviews.

5.5 Movement

- A. Prior to certifying candidates for a vacancy, the District may grant a transfer, voluntary demotion or elevation as long as the permanent employee possesses the skills and abilities for the position.
- B. Employees desiring a transfer, voluntary demotion or elevation may initiate a written request to the District Executive Director
- C. Candidates interviewed will be notified of the hiring decision
- D. Additionally, employees who are interested in a transfer, voluntary demotion or elevation may apply in accordance with section 5.3 above.

5.6 Permanent Status

An employee, other than those designated as temporary, will attain permanent status in their position upon successful completion of their probationary period.

5.7 Probationary Period

The Probationary Period for employees will be ninety (90) days of continuous employment from the date on which an employee starts in their position. The District may extend a probationary period as long the extension does not cause the total review period to exceed six (6) months. If a probationary period is extended, a written explanation of the reason for the extension will be provided to the employee. If the extension is based on performance issues, the employee will be given a performance improvement plan.

5.8 Temporary Employees

- 1 A. Prior to the start of a temporary appointment the Temporary Employee will be notified
2 in writing of the conditions of their appointment including:
3 a. The Employee’s date of hire
4 b. The anticipated duration of their appointment
5 B. If a Temporary Employee’s appointment ends earlier, or is not renewed, the District
6 will notify the employee as soon as practicable, but not less than ten (10) working days
7 before their appointment ends. If an employee does not receive notice in a timely
8 manner, they shall receive eight (8) hours at the overtime rate for every day the notice
9 is delayed.
10 C. Temporary Employees who become Regular Employees in accordance with 5.2C will
11 not have to complete another probationary period.
12 D. Permanent Employees who accept a temporary appointment within the district will
13 have the right to return to their permanent position, or one similar once the temporary
14 appointment ends.
15

16 **5.9 New Employee Orientation**

- 17 A. When new employees are hired, the Union will be given an opportunity to have a Union
18 representative speak to the new employees during their orientation for at least thirty
19 (30) minutes to provide information about the Union and this Agreement. The District
20 will provide notice to the Union’s Council Representative and the Chief Steward of a
21 new employee’s hire at the same time the new employee is given their appointment
22 letter.
23

24 **ARTICLE 6**
25 **UNION DEDUCTIONS AND STATUS REPORTS**
26

27
28 **6.1 Notification to Employees**

29 The District will inform new, transferred, promoted, or demoted employees in writing prior
30 to appointment into positions included in the bargaining unit of the Union’s exclusive
31 representation status. Upon appointment to a bargaining unit position, the District will
32 furnish the employees with membership materials provided by the Union. The District will

1 inform employees in writing if they are subsequently appointed to a position that is not in
2 a bargaining unit.

3

4 **6.2 Union Deduction**

5 A. Within thirty (30) days from when the Union provides written notice of employee’s
6 authorization for deduction in accordance with the terms and conditions of their signed
7 membership card, the District will deduct from the employee’s salary an amount equal
8 to the dues required to be a member of the Union. The District will provide payments
9 for the deductions to the Union at the Union’s official headquarters each pay period.

10 B. Forty-five (45) calendar days prior to any change in dues, the Union will provide the
11 District the percentage and maximum dues to be deducted from the employee’s salary.

12

13 **6.3 Voluntary Deductions**

14 A. People

15 The District agrees to deduct from the wages of any employee who is a member of the
16 Union deduction for the PEOPLE program. Written authorizations must be requested
17 in writing by the employee and may be revoked by the employee at any time by giving
18 written notice to both the District and the Union. The District agrees to remit
19 electronically, on each state payday, any deductions made to the Union together with
20 an electronic report showing:

- 21 a. Employee name;
- 22 b. Amount deducted for P.E.O.P.L.E.
- 23 c. Deduction code.

24 B. Trustmark Universal Life Insurance with Long Term Care

25 The District agrees to deduct from the wages of an employee who is a member of
26 the Union deductions for the Trustmark Universal Life Insurance with Long Term
27 Care. Written authorizations must be provided. Authorizations may be revoked by
28 the employee at any time by giving written notice to the District. The District agrees
29 to remit electronically, on each state payday, any deductions made to Trustmark
30 together with an electronic report showing:

- 31 a. Employee name;

- 1 b. Amount deducted for Trustmark
- 2 c. Deduction code.

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4 **6.4 Status Reports**

5 A. No later than the tenth (10th) of each month, the District will provide the Union with a
6 report in an electronic format of the following data, if maintained by the District, for
7 employees in the bargaining unit:

- 8 a. Employee name;
- 9 b. Unique employee identification number and last four digits of social
10 security number;
- 11 c. Work phone number;
- 12 d. Work e-mail address (if available);
- 13 e. Position title;
- 14 f. Appointment date;
- 15 g. Pay scale group;
- 16 h. Pay scale level;
- 17 i. Employment percent;
- 18 j. Seniority date;
- 19 k. Separation date;
- 20 l. Total salary from which union dues is calculated;
- 21 m. Deduction amount;
- 22 n. Overtime eligibility designation.

23 B. Information provided pursuant to this Section will be maintained by the Union in
24 confidence according to the law.

25 C. The Union will indemnify the District for any violations of employee privacy
26 committed by the Union pursuant to this Section.

27

28 **6.5 Revocation**

29 An employee may revoke their authorization for payroll deduction of payments to the
30 Union by written request to the Union in accordance with the terms and conditions of their
31 signed membership card. Upon receipt by the District of confirmation from the Union that

1 the terms of the employee’s authorization for payroll deduction revocation have been met,
2 every effort will be made to end the deduction effective on the first payroll, and not later
3 than the second payroll.
4

5 **6.6 Indemnification**

6 The Union agrees to indemnify and hold the District harmless from all claims, demands,
7 suits or other forms of liability that arise against the District for or on account of compliance
8 with this Article and any and all issues related to the deduction of dues or fees.
9

10 **ARTICLE 7**
11 **GRIEVANCE PROCEDURE**
12

13 **7.1 Objective**

14 The Union and the District agree that it is in the best interest of all parties to resolve disputes at
15 the earliest opportunity and at the lowest level. The Union and the District encourage
16 problem resolution between employees and management and are committed to assisting
17 in resolution of disputes as soon as possible. In the event a dispute is not resolved in an
18 informal manner, this Article provides a formal process for resolution.
19

20 **7.2 Terms and Requirements**

21 A. Grievance Definition

22 A grievance is an allegation by an employee or a group of employees that there has been
23 a violation, misapplication, or misinterpretation of this Agreement, which occurred
24 during the term of this Agreement. The term "grievant" as used in this Article includes
25 the term "grievants."
26

27 B. Filing a Grievance

28 Grievances may be filed by the Union on behalf of an employee or on behalf of a group
29 of employees.
30

31 C. Computation of Time

1 The time limits in this Article must be strictly adhered to unless mutually modified in
2 writing. Days are calendar days, and will be counted by excluding the first day and
3 including the last day of timelines. When the last day falls on a Saturday, Sunday or
4 holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.
5 Transmittal of grievances, appeals and responses will be in writing, and timelines will
6 apply to the date of receipt, not the date of postmarking. Grievances, appeals, and
7 responses may also be submitted electronically.

8
9 **D. Failure to Meet Timelines**

10 Failure by the Union to comply with the timelines will result in the automatic withdrawal
11 of the grievance. Failure by the District to comply with the timelines will result in the
12 District granting the requested remedies.

13
14 **E. Contents**

15 The written grievance must include the following information:

- 16 a. A statement of the pertinent facts surrounding the nature of the grievance;
- 17 b. The date upon which the incident occurred;
- 18 c. The specific article and section of the Agreement violated;
- 19 d. The steps taken to informally resolve the grievance and the individuals involved in
20 the attempted resolution;
- 21 e. The specific remedy requested;
- 22 f. The name of the grievant, or the group if it is a group grievance; and
- 23 g. The name and signature of the Union representative.

24
25 Failure by the Union to describe the steps taken to informally resolve the grievance at the
26 time of filing will not be the basis for invalidating the grievance.

27
28 **F. Resolution**

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

1 G. Withdrawal

2 A grievance may be withdrawn at any time.

3

4 H. Resubmission

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

6

7 I. Pay

8 Release time will be provided to grievants and union stewards in accordance with Article 4,
9 Union Rights and Activities.

10

11 J. Consolidation

12 The District may consolidate grievances arising out of the same set of facts.

13

14 K. Bypass

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

17

18 L. Grievance Files

19 Written grievances and responses will be maintained separately from the personnel files
20 of the employees.

21

22 **7.3 Filing and Processing**

23 A. Filing

24 A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance
25 or the date the grievant knew or could reasonably have known of the occurrence. This thirty
26 (30) day period will be used to attempt to informally resolve the dispute.

27

28 B. Alternative Resolution Methods

29 Any time during the grievance process, by mutual consent, the parties may use alternative
30 methods to resolve the dispute. If the parties agree to use alternative methods, the time
31 frames in this Article are suspended. If the selected alternative method does not result in a

1 resolution, the Union may return to the grievance process and the time frames resume. Any
2 expenses and fees of alternative methods will be shared equally by the parties.

3

4 C. Processing

5 **Step 1 - Executive Director of Designee**

6 If the issue is not resolved informally, the Union may present a written grievance to the
7 District’s Executive Director or designee within the thirty (30) day period described
8 above. The Executive Director or designee will meet or confer by telephone with a
9 Union steward and/or Union staff representative and the grievant within fifteen (15)
10 days of receipt of the grievance, and will respond in writing to the Union within
11 fifteen (15) days after the meeting.

12

13 **Step 2 – Mediation**

14 If the grievance is not resolved at Step 1, the Union may file a request for mediation
15 with the Public Employment Relations Commission (PERC) in accordance with
16 [WAC 391-55-020](#), with a copy to district’s Executive Director within thirty (30) days
17 of receipt of the Step 1 decision. In addition to all other filing requirements, the
18 request must include a copy of the grievance and responses.

19

20 **Step 3 - Arbitration:**

21 If the grievance is not resolved at Step 2, the Union may file a request for arbitration.
22 The demand to arbitrate the dispute must be filed with the American Arbitration
23 Association (AAA) within thirty (30) days of the Union's receipt of the Step 3
24 response.

25

26 D. Selecting an Arbitrator

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

30

31 E. Authority of the Arbitrator

1 The arbitrator will:

- 2 a. Have no authority to rule contrary to, add to, subtract from, or modify any
- 3 of the provisions of this Agreement;
- 4 b. Be limited in his or her decision to the grievance issue(s) set forth in the
- 5 original written grievance unless the parties agree to modify it.
- 6 c. The decision of the arbitrator will be final and binding upon the Union, the
- 7 District and the grievant.

8

9 F. Arbitration Costs

- 10 a. The expenses and fees of the arbitrator, and the cost (if any) of the hearing
- 11 room, will be shared equally by the parties.
- 12 b. If the arbitration hearing is postponed or canceled because of one party, that
- 13 party will bear the cost of the postponement or cancellation. The costs of
- 14 any mutually agreed upon postponements or cancellations will be shared
- 15 equally by the parties. If the cancellation is a result of factors outside the
- 16 control of either party, then the cancellation costs will be shared equally by
- 17 the parties.
- 18 c. If either party desires a record of the arbitration, a court reporter may be
- 19 used. If that party purchases a transcript, a copy will be provided to the
- 20 arbitrator free of charge. If the other party desires a copy of the transcript,
- 21 it will pay for half of the costs of the fee for the court reporter, the original
- 22 transcript and a copy.
- 23 d. Each party is responsible for the costs of its staff representatives, attorneys,
- 24 and all other costs related to the development and presentation of their case.
- 25 Every effort will be made to avoid the presentation of repetitive witnesses.
- 26 The Union is responsible for paying any travel or per diem expenses for its
- 27 witnesses, the grievant and the union steward.
- 28 e. If, after the arbitrator issues their award, either party files a motion with the
- 29 arbitrator for reconsideration, the moving party will bear the additional
- 30 expenses of the arbitrator.

1 The District will notify and advise the employee with updates of the status of the
2 investigation every thirty (30) days until the investigation is complete. Upon notification
3 that the Union is representing the employee for purposes of the investigation the District
4 will provide simultaneous notification to the Union.
5

6 **8.6** An employee placed on an alternate assignment during an investigation will not be
7 prohibited from contacting their union steward unless there is a conflict of interest, in
8 which case the employee may contact another union steward. This does not preclude the
9 District from restricting an employee's access to the District's premises.
10

11 **8.7** Prior to imposing discipline, except oral or written reprimands, the District will inform
12 the employee and the union staff representative in writing of the reasons for the
13 contemplated discipline and an explanation of the evidence, copies of written documents
14 relied upon to take the action and the opportunity to view other evidence, if any. This
15 information will be sent to the union staff representative on the same day it is provided to
16 the employee. The employee will be provided an opportunity to respond either at a
17 meeting scheduled by the District, or in writing if the employee prefers. A pre-
18 disciplinary meeting with the District will be considered time worked.
19

20 **8.8** The District will provide an employee with fifteen (15) calendar days' written notice
21 prior to the effective date of a reduction in pay or demotion.
22

23 **8.9** The District will normally provide an employee with seven (7) calendar days' written
24 notice prior to the effective date of a discharge. If the District fails to provide seven (7)
25 calendar days' notice, the discharge will stand and the employee will be entitled to
26 payment of salary for time the employee would otherwise have been scheduled to work
27 had seven (7) calendar days' notice been given.
28

29 However, the District may discharge an employee immediately without pay in lieu of the
30 seven (7) calendar days' notice period if, in the District's determination, the continued
31 employment of the employee during the notice period would jeopardize the good of the

1 District /district. The District will provide the reasons immediate action is necessary in
2 the written notice.

3

4 **8.10** The District will provide the Union with a copy of any disciplinary letters.

5

6 **8.11** The District has the authority to impose discipline, which is then subject to the grievance
7 procedure set forth in Article 7.

8

9

10

**ARTICLE 9
EMPLOYEE FILES**

11 **9.1** The District will maintain one (1) official personnel file for each employee. The Executive
12 Director will maintain the personnel file. This will not preclude the maintenance of all
13 lawful files and records as needed by the District. Additional employee files may include
14 attendance files, payroll files, and medical files.

15

16 **9.2** Each employee has the right to review their personnel file, attendance file, payroll file and
17 medical file. The District will determine the location of all employee files. An employee
18 may arrange to examine their own employee files. Written authorization from the
19 employee is required before any representative of the employee will be granted access to
20 employee files. Review of employee files will be in the presence of a District
21 representative during business hours. The employee and/or representative may not remove
22 any contents. The District may charge a reasonable fee for copying any materials beyond
23 the first copy requested by the employee or their representative.

24 **9.3** An employee may insert a reasonable amount of job-related material in their personnel file
25 that reflects favorably on their job performance. An employee may provide a written
26 rebuttal to any information in the files that they consider objectionable.

27

28 **9.4** Adverse material or information related to alleged misconduct that is determined to be
29 false, and all such information in situations where the employee has been fully exonerated
30 of wrongdoing, will be promptly removed from the employee's files. The District may
31 retain this information in a legal defense file.

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9.5 When documents in an employee file are the subject of a public disclosure request under [RCW 42.56](#), the District will provide the employee with a copy of the request at least ten (10) business days in advance of the intended release date.

9.6 Employees will be provided a copy of all adverse material at the time the materials are included in the personnel file.

9.7 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 District.

9.8 Anonymous material, not otherwise substantiated, will not be placed in an employee file.

9.9 The District will ensure the security and confidentiality of employee files.

9.10 Medical files will be kept separate and confidential in accordance with state and federal law.

9.11 Removal of Documents

- A. Records of disciplinary actions will be removed from an employee’s personnel file after two (2) years if:
 - a. Circumstances do not warrant a longer retention period;
 - b. There has been no subsequent discipline.

- B. Nothing in this Section will prevent the District from agreeing to an earlier removal date.

ARTICLE 10
UNION-MANAGEMENT COMMUNICATION COMMITTEE (UMCC)

10.1 Purpose

The District 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. 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.

10.2 Committees

Either party may request a committee meeting and 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. Meetings will occur within thirty (30) days of when they were requested.

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

A. Participation

a. The District and Union will be responsible for the selection of their own representatives. The number of participants will be mutually agreed upon prior to meeting. Each party will provide to the other the names of their committee members and items for the agenda at least ten (10) calendar days in advance of the date of the meeting in order to facilitate preparation.

b. 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.

c. 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.

B. Meetings

1 All committee meetings will be scheduled on mutually acceptable dates and times. Each
2 party may keep written records of meetings. If the topics discussed require follow-up by
3 either party, it will be documented and communication will be provided by the responsible
4 party.

5 C. Scope of Authority

6 Committee meetings will be used for communications between the parties, to share
7 information and to address concerns. The committee will have no authority to conduct any
8 negotiations or modify any provision of this Agreement.

9

10 **ARTICLE 11**
11 **SENIORITY**

12 **11.1 Definition**

13 A. Seniority for District employees will be defined as the employee’s length of
14 unbroken District service. For purposes of calculating actual hours worked for part-
15 time employees forty (40) hours will equal 7 days of seniority.

16 B. Adjustments

17 1. Leave without pay of fifteen (15) consecutive calendar days or less will not
18 affect an employee’s seniority. When an employee is on leave without pay
19 for more than fifteen (15) consecutive calendar days, the employee’s
20 seniority will not be affected when the leave without pay is taken for:

- 21 a. Military leave or United States Public Health Services;
- 22 b. Compensable work-related injury or illness leave;
- 23 c. Governmental service leave and leave to enter the Peace Corps, not
24 to exceed two (2) years and three (3) months;
- 25 d. Reducing the effects of layoff;
- 26 e. Temporary employment with the Union in accordance with Article
27 4;
- 28 f. Formal contract negotiations;
- 29 g. FMLA or Paid Family Leave;
- 30 h. Volunteer firefighting leave;
- 31 i. Jury duty leave.

1 C. When an employee is on leave without pay for more than fifteen (15) consecutive
2 calendar days and the absence is not due to one of the reasons listed in Subsection
3 11.1 B, above, the employee’s seniority date will be moved forward in an amount
4 equal to the duration of the leave without pay.

5 D. When an employee is on unauthorized leave or suspended, the employee’s seniority
6 date will be moved forward in an amount equal to the duration of the unauthorized
7 leave or suspension.

8 E. Time spent on a temporary layoff or when an employee’s work hours are reduced
9 will not be deducted from the calculation of seniority.

10 F. Employees who are separated from District service due to layoff and are
11 reemployed within twelve (12) months of their separation date will not be
12 considered to have a break in service.

13 G. For employees who are separated due to disability and are reemployed within two
14 (2) years the time between separation and reemployment will be treated as leave
15 without pay and will not be considered a break in service.

16

17 **11.2 Ties**

18 If two (2) or more employees have the same unbroken District service date, ties will be
19 broken by length of service in the following order:

- 20 1. By calculating employment with other Conservation Districts;
- 21 2. By random selection.

22

23 **11.3 Seniority List**

24 A copy of the seniority list will be provided to the Union annually by January 15th each
25 year.

26

27 **ARTICLE 12**
28 **STRIKES/LOCKOUTS**

29 **12.1** During the term of this Agreement nothing permits or grants to any employee the right to
30 strike or refuse to perform their official duties. During the term of this Agreement nothing
31 permits or grants the District the right to lock out its employees.

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**ARTICLE 13
SAVINGS CLAUSE**

13.1 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 14
DISTRIBUTION OF AGREEMENT**

14.1 The District will post the Agreement electronically on the District website as soon as feasible.

14.2 The District 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 District-purchased paper and District-owned equipment.

**ARTICLE 15
MANDATORY SUBJECTS**

15.1 In accordance with RCW 41.56 the District will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. Mandatory subjects are personnel matters including wages, hours and working conditions.

A. The District 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. Who will be affected by the change; and
3. The date the District intends to implement the change.

1 B. Within twenty eight (28) calendar days of receipt of the written notice the Union
2 may request negotiations over the changes. The timeframe for filing a demand to
3 bargain will begin after the District has provided written notice to the Executive
4 Director of the Union. The twenty eight (28) calendar day period may be used to
5 informally discuss the matter with the District and to request/gather information
6 related to the proposed change.

7 C. In the event the Union does not request negotiations the District may implement the
8 changes without further negotiations unless both parties agree in writing to extend
9 the time.

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

13
14 **15.2** Prior to making any change in written District policy, where the nature of the change is a
15 mandatory subject of bargaining, the District will notify the Union and satisfy its collective
16 bargaining obligations per Section 15.1.

17
18 **15.3 Negotiations**

19 A. The parties will agree to the location and time for the discussions and/or
20 negotiations. The District and the Union recognize the importance of scheduling
21 these discussions and/or negotiations in an expeditious manner and will schedule
22 negotiations as soon as possible.

23 B. Each party is responsible for choosing its own representatives for these activities.
24 The Union will provide the District with the names of its employee representatives
25 as soon as possible in advance of the meeting date.

26 **15.4 Release Time**

27 A. The District will approve paid release time for up to three (3) employee
28 representatives who are scheduled to work during the time negotiations are being
29 conducted.

30 B. No overtime or compensatory time will be incurred as a result of negotiations
31 and/or preparation for negotiations.

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ARTICLE 16
ENTIRE AGREEMENT

16.1 This Agreement constitutes the entire agreement and any past practice or agreement between the parties whether written or oral, is null and void, unless specifically preserved in this Agreement.

16.2 This Agreement supersedes specific provisions of District policies with which it conflicts.

16.3 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 17
LAYOFF AND RECALL

17.1 A. The District will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. A layoff is a District-initiated action that results in:

- 1. Separation from service;
- 2. Employment in a position with a lower salary;
- 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, the District will provide written notice to the Executive Director of the Union, and the WFSE council representative with:

- 1 1. As much advance notice as possible, but not less than thirty (30) calendar
- 2 days' notice (this time period may run concurrent with the notice period
- 3 provided by the District to the employee);
- 4 2. An opportunity to meet with affected employees prior to the implementation
- 5 of the layoff; and
- 6 C. Upon the Union's request, the District will bargain impacts to the bargaining unit.
- 7 Bargaining will not serve to delay the onset of the layoff.
- 8

9 **17.2 Basis for Layoff**

- 10 A. The reasons for layoffs include, but are not limited to, the following:
- 11 1. Lack of funds;
- 12 2. Lack of work; or
- 13 3. Organizational change.
- 14

15 **17.3 Voluntary Layoff, Leave of Absence or Reduction in Hours**

16 An employee may volunteer to be laid off, take an unpaid leave of absence or reduce their

17 hours of work in order to reduce layoffs. Employees who volunteer to be laid off will have

18 their names placed on the layoff list.

19

20 **17.4 Probationary Employees**

21 Probationary employees will be laid off before permanent employees.

22

23 **17.5 Notification to Employees**

- 24 A. Permanent employees will receive written notice at least twenty-one (21) calendar
- 25 days before the effective layoff date. The notice will include:
- 26 1. The basis for the layoff;
- 27 2. The employee's layoff unit options
- 28 B. The Union will be provided with a copy of the notice.
- 29 C. If the District chooses to implement a layoff action without providing twenty-one
- 30 (21) calendar days' notice, the employee will be paid their salary for the days that
- 31 they would have worked had full notice been given.

- 1 D. Employees will be provided up to five (5) calendar days to accept or decline, in
- 2 writing, any options provided to them. This time period will run concurrent with
- 3 the twenty-one (21) calendar days' notice provided by the District to the employee.
- 4 E. Days are calendar days, and will be counted by excluding the first day and including
- 5 the last day of timelines. When the last day falls on a Saturday, Sunday or holiday,
- 6 the last day will be the next day which is not a Saturday, Sunday or holiday.

7 **17.6 Options**

8 Employees being laid off will be provided with the three (3) highest paying available
9 options, in descending order, as follows:

- 10
- 11 A. A vacant position at the same salary range for which the employee has the qualifications,
- 12 skills and abilities
- 13
- 14 B. A vacant position in a lower salary range for which the employee has the qualifications,
- 15 skills and abilities
- 16
- 17 C. A position held by the least senior employee at the same salary for which the employee
- 18 has the qualifications, skills and abilities
- 19
- 20 D. A position held by the least senior employee in a lower paying job classification, for
- 21 which the employee has the qualifications, skills and abilities.
- 22

23 **17.7 Recall**

- 24 A. Permanent employees who are laid off will have their names placed on the layoff
- 25 list for the position from which they were laid off or bumped. An employee's name
- 26 will remain on the layoff list for twelve (12) months from the effective date of their
- 27 layoff.
- 28 B. When a vacancy occurs and where there are names on a layoff list, the District will
- 29 fill the position with the most senior employee who has the skills and abilities to
- 30 perform the duties of the position.
- 31 C. Removal from Layoff Lists
- 32 An employee will be removed from the layoff list if they waive appointments to a
- 33 position three (3) times. In addition, an employee will have her name removed
- 34 from all layoff lists upon retirement, resignation or discharge from the District.

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ARTICLE 18
LICENSURE AND CERTIFICATION

18.1 The District will continue its current practices related to licensure and certification or comply with 18.2, 18.3 and 18.4, below, whichever provides the greater benefit to the employee.

18.2 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 District will be responsible for maintaining the license and/or certification and for all renewal costs.

18.3 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 District will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the District will be responsible for maintaining the license and/or certification and for all renewal costs.

18.4 District Convenience

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

18.5 Employees will notify their Executive Director 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.

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18.6 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 District’s expense, based on documentation from the licensure or certification provider. This provision does not apply to the Washington State driver’s license.

**ARTICLE 19
SAFETY AND HEALTH**

19.1 The District, employee and Union have a significant responsibility for workplace safety and health.

- A. The District 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 District.
- C. The District and the employees will contribute to a healthy workplace including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. The District may direct employees to use leave in accordance with Article 36 Sick Leave, when employees self-report contagious health conditions.
- D. The Union will work cooperatively with the District on safety and health related matters and encourage employees to work in a safe manner.

19.2 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 District will address reported unsafe working conditions and take appropriate action.

1 **19.3** The District will determine and provide the required safety devices, personal protective
2 equipment and apparel, which employees will wear and/or use. The District will provide
3 employees with orientation and/or training to perform their jobs safely. In addition, if
4 necessary, training will be provided to employees on the safe operation of equipment
5 prior to use.
6

7 **19.4** At least once every two years, the District will conduct an Emergency Preparedness
8 assessment and training, which will include how to respond in the event of an “active
9 shooter.”
10

11 **19.5 Remote Access:** When employees are required to work in areas lacking cellular
12 coverage, the District will provide an emergency locator radio beacon or a radio with
13 remote access or a satellite emergency notification device, for emergency use purposes.
14

15 **19.6 COVID-19:** The District and WFSE recognize the importance of maintaining safe
16 facilities and operations for the benefit of all District staff and the communities served by
17 the District. We recognize the importance of prudent measures to prevent District
18 employees, families, and loved ones from being exposed to, or infected with, COVID-19
19 or other infectious diseases.
20

21 **A. COVID-19 Exposure Risk**

22 If the District has knowledge that an employee has been exposed to someone with
23 COVID-19, the District will notify employees who have been in direct contact at
24 the same worksite as the qualifying individual that they may have been exposed to
25 COVID-19 within one (1) business day of the potential exposure. The written
26 notice should not include any employee’s name or personal identifying
27 information.

28 **B. Health and Safety**

29 The District will provide a healthy and safe work environment that complies with
30 all DOH, L&I, CDC, federal, state and local guidelines.

- 1 a. Employee and visitor masking requirements will continue to be followed
- 2 as outlined by federal, state and local guidelines.
- 3 b. Symptom screenings requirements will continue to be completed in
- 4 accordance with federal, state and local guidelines.
- 5 c. Portable air purifiers will be used in shared workspaces, when employees
- 6 are working in-person at the District office.
- 7 d. The District will continue to provide required Personal Protective
- 8 Equipment (PPE) for staff required to work at the office, in group settings
- 9 in the field, or work-related meetings/conferences.

10 **C. Remote Work**

- 11 a. During periods of public health emergencies where presence in the office
- 12 increases the health risk to employees, such as COVID-19, employees will
- 13 only be required to report to the worksite in-person when doing so is
- 14 critical to the employee's job functions. Employees may continue to use
- 15 authorized telework agreements and remote work options.

16 **D. Leave**

- 17 a. Employees may use sick leave or flex their schedules to receive
- 18 vaccination or recover from vaccination side effects. Employees that have
- 19 accrued less than three (3) sick days or have exhausted their sick leave,
- 20 may use other forms of accrued leave, leave without pay, request shared
- 21 leave or adjust work schedules, if possible, to accommodate necessary
- 22 recovery time.

23
24 **ARTICLE 20**
25 **TOOLS AND EQUIPMENT**

26 **20.1 Tools and Equipment**

27 As established by current practices, the District will determine and provide necessary tools,
28 tool allowance, and equipment. The District will repair or replace District-provided tools
29 and equipment if damaged or worn out beyond usefulness in the normal course of business.
30 Employees are accountable for equipment and/or tools assigned to them and will maintain
31 them in a clean and serviceable condition.

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

20.3 Employees that require field gear will receive reimbursement for up to \$300.00 total over a 2-year period to be used for the purchase of individualized field gear (e.g., boots or rain gear).

20.4 Work-Issued Mobile Phones and Similar Devices: District bargaining unit employees required to use a mobile phone/similar device for work purposes will be provided with a work mobile phone/similar device. The District will determine appropriate monthly service plans and will pay the associated costs. Proper usage and associated procedures regarding work mobile phones/similar devices are outlined in District Policy 8.2 (Organization Mobile Phone and Similar Devices).

**ARTICLE 21
HOLIDAYS**

21.1 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	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans’ Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Friday following the fourth Thursday in November
Christmas Day	December 25
Two (2) Personal Holidays	

1 **21.2 Observance of Holidays**

2 The District may establish calendars that observe holidays on dates other than those listed
3 above, or as modified by current institutional practices.

4
5 **21.3 Holiday Rules**

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

- 7 A. All employees (full or part time) will be paid at a straight-time rate even though they
8 do not work.
- 9 a. Full time employees that work 5 days per week will earn 8 hours per holiday.
 - 10 b. Full time employees that work 4 days per week will earn 10 hours per holiday.
 - 11 c. Part time employees working at least 20 hours per week will earn 8 hours per
12 holiday.
 - 13 d. Part time employees working less than 20 hours per week will earn pro-rated
14 holiday hours based on the number of hours worked during that week.
- 15 B. In addition to Subsection 21.3 A, above, employees will be paid for the hours
16 actually worked on a holiday at the overtime rate, only with prior written approval
17 by the Executive Director.

18 Holiday Pay

- 19 A. Employees will receive pay equivalent to the employee’s work shift on the holiday.
- 20 B. When a holiday falls on the employee's scheduled workday, that day will be considered
21 the holiday.
- 22 C. When a holiday falls on the employee's scheduled day off the District will provide an
23 alternate day off.
- 24 D. When a holiday falls on a Saturday, the Friday before will be the holiday. When a
25 holiday falls on a Sunday, the following Monday will be the holiday.

26
27 **21.4 Personal Holidays**

28 Each employee may select two (2) days on which to take their personal holidays after
29 approval by the Executive Director. These holidays will be processed for payroll records
30 in the same manner vacation accruals and vacation leave are currently handled. If they
31 are not used in the calendar year they will be forfeited.

- 1 a. Full time employees that work 5 days per week will earn 8 hours per holiday.
- 2 b. Full time employees that work 4 days per week will earn 10 hours per holiday.
- 3 c. Part time employees working at least 20 hours per week will earn 8 hours per
- 4 holiday.
- 5 d. Part time employees working less than 20 hours per week will earn pro-rated
- 6 holiday hours based on the number of hours worked during that week.

7

8 **21.5 Unpaid Holidays for Reason of Faith, Conscience, or Cultural Event**

- 9 A. Leave without pay will be granted for up to two (2) workdays per calendar year for
- 10 (1) a reason of faith or conscience; (2) an organized activity conducted under the
- 11 auspices of a religious denomination, church, or religious organization; or (3) a
- 12 cultural event, including tribal celebrations. Leave without pay may only be denied
- 13 if the employee’s absence would impose an undue hardship on the District as
- 14 defined by [WAC 82-56](#) or the employee is necessary to maintain public safety.
- 15 B. The District will allow an employee to use compensatory time, exchange time,
- 16 personal holiday or vacation leave in lieu of leave without pay. All requests to use
- 17 compensatory time, exchange time, personal holiday or vacation leave requests
- 18 must indicate the leave is being used in lieu of leave without pay for a reason of
- 19 faith or conscience.
- 20 C. An employee’s seniority date, probationary period will not be affected by leave
- 21 without pay taken for a reason of faith or conscience.
- 22 D. Employees will only be required to identify that the request for leave is for a reason
- 23 of (1) a reason of faith or conscience; (2) an organized activity conducted under the
- 24 auspices of a religious denomination, church, or religious organization; or (3) a
- 25 cultural event, including tribal celebrations.

26

27 **ARTICLE 22**

28 **PERFORMANCE EVALUATION**

29 **22.1 Objective**

30 The performance evaluation process gives the supervisor and the employee an

31 opportunity to discuss performance goals and to assess and review the employee’s

1 and the supervisor’s performance with regard to those goals. As part of this process,
2 supervisors and employees will create a plan to provide support to the employee
3 and/or the supervisor in their professional development, with the intention that their
4 skills and abilities are aligned with District mission and goals. Specific supervisor
5 and employee problems or concerns will be raised at the time of the occurrence or
6 the awareness of the occurrence.

7
8 **22.2 Evaluation Process**

- 9 1. Supervisor will meet with the employee at the beginning of their review
10 period to discuss the employee’s position description and make any
11 necessary updates. The position description will include expectations for
12 the review period.
- 13 2. Supervisors and employees regularly provide informal feedback so they are
14 aware of how they are performing.
- 15 3. Formal performance appraisals should be conducted annually, around the
16 employee’s anniversary date.
- 17 4. New employees will receive a formal review within the first six months of
18 their hire date. This review will include a discussion regarding the
19 employee’s position description and making any necessary updates. The
20 position description will include expectations for the subsequent review
21 period.
- 22 5. Prior to the formal review meeting, the employee completes a self-
23 evaluation using the District’s Employee Evaluation and Development Plan
24 form.
- 25 6. The Employee Evaluation and Development Plan for includes:
26 a. Performance Feedback
27 b. Performance Expectations
28 c. Future Training and Development
29 d. Organizational Support Needs
30 e. Employee promotional and advancement opportunities.

1 **24.3 Master Agreement Training**

2 A. The District and the Union agree that training on this agreement is important for
3 the day-to-day administration of this Agreement and will jointly develop and
4 facilitate a training on this agreement.

5 B. The training will be conducted once annually for every year of the agreement and
6 will be considered time worked for all bargaining unit members wishing to
7 participate.

8
9 **24.4** Employees will communicate their education and training desires annually through the
10 performance evaluation process.

11
12 **24.5** Employees who use District, and/or State tuition reimbursement/waiver programs may
13 request flexible schedules and schedule changes to attend college courses.

14
15 **ARTICLE 25**

16 **TRAVEL**

17 Employees required to travel in order to perform their duties will be reimbursed for any
18 authorized travel expenses (e.g., mileage and/or per diem), in accordance with the regulations
19 established by the District policy.

20
21 **ARTICLE 26**

22 **VOLUNTEERS AND INTERNS**

23 The District will utilize volunteers and interns only to the extent they supplement and do not
24 supplant bargaining unit employees. Volunteers and interns will not supervise bargaining unit
25 employees.

26
27 **ARTICLE 27**

28 **HEALTH CARE COVERAGE AND WELLNESS**

29 **27.1 Health Care Coverage**

30 A. The District will continue its current policy of offering paid coverage to employees.
31 Health Care Coverage will include; medical coverage, prescription coverage, dental,

1 vision and basic life insurance. The parties will meet annually before November 15th
2 once plan information becomes available to negotiate future Health Care Coverage to be
3 implemented effective January 1st of the following calendar year.
4

5 B. The District will provide an insurance plan option to pay seventy five percent (75%) of
6 dependent, spousal, and domestic partner coverage. The District will allow coverage for
7 partners not classified as “spouses” that are allowed for under the insurance plan.
8 District allowances for partners cannot be more restrictive than what the insurance plan
9 permits. The employee’s share must be paid by the employee either through payment or
10 withdrawal from their payroll check. Employees will notify the District by November
11 25th of each year which plan option they would like to enroll/renew for the following
12 year.
13

14 C. For the purposes of this Article only, and only in accordance with the Affordable Care
15 Act (ACA), regular and limited duration employees employed on average at least 30
16 hours of service per week, or 130 hours of service per month, will be considered full-
17 time for the purpose of medical, dental and basic life insurance benefits. If this provision
18 of the ACA is amended or rescinded, this paragraph will become void and the District
19 will immediately return to its previous definition of “full-time employee” for other
20 purposes, upon which time only eligible regular and limited duration employees
21 regularly scheduled to work the weekly number of hours equal to the regular work
22 schedule of the department will be considered full-time.
23

24 **27.2 Health Reimbursement Account**

25 A. The District will establish and provide a health reimbursement account for
26 qualified healthcare and dependent care expenses listed below:

- 27 a. Co-pays for office visits or prescription medications
- 28 b. Expenses subject to the deductible
- 29 c. Expenses subject to the employee's co-insurance
- 30 d. Specific medical procedures listed below:
 - 31 ▪ Abortion

- 1 ▪ Acupuncture
- 2 ▪ Ambulance
- 3 ▪ Annual physical exam
- 4 ▪ Artificial limb
- 5 ▪ Bandages
- 6 ▪ Birth control pills
- 7 ▪ Body scan (for diagnostic testing)
- 8 ▪ Braille books and magazines
- 9 ▪ Breast pumps and supplies (lactation expenses)
- 10 ▪ Breast reconstruction post-mastectomy
- 11 ▪ Capital expenses to modify your home for a disability
- 12 ▪ Chiropractor
- 13 ▪ Christian Science practitioner
- 14 ▪ Contact lenses (and solution)
- 15 ▪ Crutches
- 16 ▪ Dental treatment (except teeth whitening)
- 17 ▪ Diagnostic devices (such as diabetes test kits)
- 18 ▪ Disabled dependent care expenses
- 19 ▪ Eye exam
- 20 ▪ Eyeglasses
- 21 ▪ Eye surgery (vision correction)
- 22 ▪ Fertility enhancement
- 23 ▪ Guide dog (or other required registered service animal)
- 24 ▪ Health institute
- 25 ▪ Hearing aids
- 26 ▪ Hearing-impaired telephone
- 27 ▪ Hearing-impaired television modifications
- 28 ▪ Inpatient hospital services
- 29 ▪ Insurance premiums
- 30 ▪ Intellectually and developmentally disabled housing
- 31 ▪ Laboratory fees

- 1 ▪ Lead-based paint removal
- 2 ▪ Legal fees for medical expenses
- 3 ▪ Lifetime care, advance payments
- 4 ▪ Lodging for medical treatment
- 5 ▪ Long-term care
- 6 ▪ Meals (while receiving medical treatment at facility)
- 7 ▪ Medical conferences
- 8 ▪ Medical information plan
- 9 ▪ Medications
- 10 ▪ Naturopathic or homeopathic practitioners
- 11 ▪ Nursing home care
- 12 ▪ Nursing services
- 13 ▪ Operations (for medically necessary reasons)
- 14 ▪ Optometrist
- 15 ▪ Osteopath
- 16 ▪ Oxygen (necessary for medical condition)
- 17 ▪ Pregnancy test kits
- 18 ▪ Psychiatric care
- 19 ▪ Psychoanalysis
- 20 ▪ Psychologist
- 21 ▪ Smoking cessation programs (and prescriptions)
- 22 ▪ Sterilization
- 23 ▪ Substance abuse treatment (drug or alcohol)
- 24 ▪ Therapy
- 25 ▪ Transplants
- 26 ▪ Transportation (during medical treatments)
- 27 ▪ Travel (to receive medical treatments)
- 28 ▪ Vasectomy
- 29 ▪ Weight-loss programs
- 30 ▪ Wheelchair
- 31 ▪ Wigs

- 1 ▪ X-rays
- 2 B. Each January during the term of this agreement, employees will have the option to
- 3 choose from two offered HRA plans:
- 4 a. Plan A: \$750 annual HRA
- 5 b. Plan B: \$450 annual HRA and \$300 Wellness Allowance (detailed in
- 6 27.3(B))
- 7 C. Based on the selected plan option, the District will contribute the appropriate
- 8 amount to each permanent employee’s health reimbursement account (\$750 for
- 9 Plan A or \$450 for Plan B), along with the two hundred seventy five dollar (\$275)
- 10 HRA plan renewal fee.
- 11 D. Beginning January 1, 2020 the District will pay the one-time HRA plan set-up fee
- 12 of three hundred seventy five dollars (\$375).
- 13 E. Unused balances as of December 31st of each calendar year will return to the
- 14 District.

15

16 **27.3 Wellness**

17 The parties mutually agree to support affordable and innovative ways to promote

18 employee wellness.

- 19 A. As approved by the Executive Director, permanent bargaining unit
- 20 members will be allowed schedule adjustments to attend approved
- 21 health enhancement meetings such as nutrition education and
- 22 substance abuse programs.
- 23 B. **Wellness Allowance:** The District shall reimburse employees who select
- 24 Plan B (above in 27.2(B)) up to three hundred dollars (\$300) annually
- 25 for the purpose of promoting wellness by subsidizing individual
- 26 gym/fitness memberships, fitness classes, fitness program expenses, or
- 27 fitness equipment. Requests for reimbursement covering costs for the
- 28 calendar year must be submitted, with accompanying receipts, to the
- 29 Finance & Administrative Manager no later than January 15th of the
- 30 following year. Unused balances as of December 31st of each calendar
- 31 year will return to the District. Reimbursable expenses must comply with

1 any and all laws and regulations for this type of benefit.

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ARTICLE 28
DISTRICT CLOSURE

5 **28.1** If the Executive Director or designee of the District determines that the public health,
6 property or safety is jeopardized and it is advisable due to emergency conditions to
7 suspend the operation of the District, the following will govern employees:

8 A. Hours that the District office is officially closed due to inclement weather, natural
9 disaster, or other emergent circumstances will be counted as hours worked for the
10 purposes of leave and benefit accrual for all employees.

11

12 B. If the office is officially open and an employee is still unable to get to work
13 because of inclement weather, natural disaster, or other emergent circumstances,
14 the employee shall make a telework arrangement with their supervisor or charge
15 the time absent to the following, in order listed:

- 16 1) Compensatory time;
17 2) Exchange time;
18 3) Sick leave and/or annual leave;
19 4) Leave without pay. However, at the request of the employee, leave without
20 pay shall be permitted rather than paid time off.

21

22 **28.2** If, due to power or internet outage where work duties are internet-dependent, the
23 employee is unable to telework, the District will work with the employee to arrange a
24 work space or absent time will be charged to the following, in the order listed:

- 25 1) Compensatory time;
26 2) Exchange time;
27 3) Sick leave and/or annual leave;
28 4) Leave without pay. However, at the request of the employee, leave without pay
29 shall be permitted rather than paid time off.

1 **28.3** If District employees experience a heat wave, employees will be permitted flextime, as
2 business needs allow, so that employees can work during cooler parts of the day. The
3 District will also work with employees to make cool work spaces available at the office
4 for employees that lack air conditioning at their telework sites.
5

6 **28.4** Tardiness due to an employee's inability to report for scheduled work because of
7 inclement weather, natural disaster, or other emergent circumstances will be allowed up
8 to one hour at the beginning of the workday. Inclement weather tardiness in excess of one
9 hour shall be charged as provided in section 28.1 B. In extreme extenuating
10 circumstances, the Executive Director may allow time in excess of one hour.

11 **28.5** An employee unable to report to work due to inclement weather, natural disaster, or other
12 emergent circumstances must call their supervisor within thirty (30) minutes, or as soon
13 as practical, of the employee's normal beginning time for work.

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ARTICLE 29
COMMUTE TRIP REDUCTION

17 **29.1** The District will continue to encourage but not require employees to use alternate means
18 of transportation to commute to and from work consistent with the Commute Trip
19 Reduction law and the needs of the District. In addition, the District recognizes the benefit
20 of electrical vehicles in reducing emissions and providing the public with cleaner air.
21

22 **29.2** The District and the Union recognize the value of compressed workweeks, flextime
23 arrangements and telecommuting/telework.
24

25 **29.3** Employees may choose an alternative work schedule with supervisor approval to enable
26 them to carpool, use transit, or reduce their vehicle miles traveled.
27

1 **29.4 Public Transit, Carpools, Walking and Cycling**

- 2 A. To encourage carpooling, walking and bicycling options, the District will offer
3 flexible work hours where possible to assist employees. The District will also
4 provide safe bicycle storage for bicycle commuters.
- 5 B. The District will offer flexible work hours if possible to assist employees to meet
6 the varied transit schedules, and will reimburse up to \$36 per month toward the
7 expense of the monthly transit tickets.
- 8 C. The District will consider implementation of a qualified pre-tax transportation
9 benefits plan.

10
11 **29.5 Electric Vehicles**

12 The District will allow use of an electric outlet for charging electric vehicles for level one
13 (1) charging.

14
15 **29.6 Telecommuting/Telework**

16 Teleworking is a business practice that benefits the District, employees, the economy and
17 the environment. Telework is a tool for reducing commute trips, pollutants, energy
18 consumption and our carbon footprint. Telework may result in economic, organizational
19 and employee benefits such as increased productivity and morale, reduced use of sick
20 leave, reduced parking needs and office space. Telework contributes to work life balance.
21 The District supports and encourages appropriate use of telework.

- 22 A. Telework is the practice of using mobile technology to perform required job functions
23 from home or another District approved location.
- 24 B. District employees will be permitted to telework, as is consistent with their position’s
25 duties.
- 26 C. The District may require an employee to attend meetings in person. The District may
27 require in-office or field presence due to specific work priorities or projects that require
28 in-person presence.
- 29 D. Employees wishing to telework will submit a request to the Executive Director. The
30 request will include number of days per week the employee will telework, duties that

1 will be conducted during telework, and technological needs to ensure successful
2 completion of the duties.

3 E. The Executive Director will communicate with the requesting employee to discuss the
4 request and develop a telework agreement. Telework agreements will remain in effect
5 for a minimum of one (1) year, subject to Section F of 29.6, and can be extended as
6 agreed upon by the Executive Director and employee.

7 F. The Employer reserves the right to reduce, modify or eliminate an employee telework
8 assignment based on business needs or if there are performance and/or attendance
9 concerns, to include not complying with the terms of a telework agreement. Prior to
10 reduction, modification, or elimination of a telework assignment for performance or
11 attendance concerns, the Employer will provide an employee with advance notice and
12 an opportunity to correct the stated concerns.

13 G. District employees that telework will be provided with basic telework equipment,
14 including a work-issued laptop/computer. Equipment furnished to employees will be
15 the property of the District.

16 H. If a telework request is denied in full/in part, the District will provide a written summary
17 outlining the reasons why the request was not granted in full/in part.

18
19 **29.7 Alternative Work Schedules**

20 A. In order to better utilize the workforce for the District and increase employee
21 productivity, the District will make alternative work schedules an option available
22 for employees, subject to the approval of the Executive Director. Workweeks and
23 work shifts of different number of hours may be established for employees in
24 order to meet business and customer service needs as long the alternative work
25 schedule meets federal and state laws.

26 B. To establish or amend a flexible work schedule:

27 1. The employee should first discuss his/her request informally with his/her
28 supervisor.

29 2. The employee should then write a memorandum to his/her supervisor
30 requesting the desired working hours.

1 Employees have the right to confidentiality related to individual performance, personal
2 information and personnel issues. The District will take appropriate steps to maintain
3 such confidentiality.

4
5 **31.2 Off-Duty Conduct**

6 The off-duty activities of an employee will not be grounds for disciplinary action unless
7 said activities are proven to be detrimental to the operations of the District. Employees
8 will report to their supervisor, program manager or director any arrests, criminal
9 citations, court-imposed sanctions or conditions that are required to be reported by law by
10 the start of their next scheduled work shift.

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13 **ARTICLE 32**
14 **LEGAL DEFENSE**

15 If a bargaining unit employee becomes a defendant in a civil liability suit arising out of actions
16 taken or not taken in the course of their employment for the District, the employee has the right
17 to representation and indemnification through the District. Article 32 does not apply and protect
18 covered employees from lawsuits unrelated to their work with or for the District.

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21 **ARTICLE 33**
22 **MANAGEMENT RIGHTS**

23 Except as modified by this agreement, the District retains all rights, powers and duties of
24 management which include, but are not limited to, the right to:

- 25 A. Determine the District's functions, programs, organizational structure and use of
26 technology in accordance with RCW 89.08;
- 27 B. Determine and amend the District's budget and budgetary priorities;
- 28 C. Direct and supervise employees;
- 29 D. Take all necessary actions to carry out the functions of the District during an emergency;
- 30 E. Determine the District's mission and strategic plans;
- 31 F. Develop, enforce, modify or terminate any policy, procedure, manual or work method

- 1 associated with the operations of the District;
- 2 G. Determine the location of operations, offices, work sites, including permanently moving
- 3 or temporarily moving operations in whole or in part to other locations;
- 4 H. Contract for provision of goods or services, other than those customarily and historically
- 5 performed by bargaining unit employees;
- 6 I. Establish work performance standards, which include, but are not limited to, the priority,
- 7 quality and quantity of work;
- 8 J. Establish or abolish positions and determine the skills and abilities necessary to perform
- 9 the duties of such positions;
- 10 K. Select, hire, assign, evaluate, retain, promote, layoff or discipline employees for just
- 11 cause;
- 12 L. Develop classifications and determine, prioritize and assign the work to be performed as
- 13 appropriate for those classifications.

14 Thurston Conservation District retains the right to operate in accordance with the mandatory
15 governing laws and regulations for Conservation Districts:

- 16 A. [RCW 89.08 Conservation Districts](#)
- 17 B. [RCW 42.30 Open Public Meetings Act](#)
- 18 C. [RCW 42.56 State Public Records Act](#)
- 19 D. [RCW 42.20 Misconduct of Public Officers](#)
- 20 E. [RCW 42.23 Code of Ethics for Municipal Officers](#)
- 21 F. [WAC 135-110 Election and Replacement of Conservation District Supervisors](#)

22 Thurston Conservation District retains the right to operate in accordance with RCW 41.56 Public
23 Employees' Collective Bargaining.

24

25 Nothing in this collective bargaining agreement is intended to conflict with any requirement of
26 these listed statutes and WAC and this collective bargaining agreement is to be interpreted in a
27 manner consistent with any such requirement.

28

29

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ARTICLE 34
POSITION RATING PROCESS

1 **34.1 Position Description**

2 A position description will be maintained for every position. The District will conduct
3 reviews of position descriptions as needed, or at the request of any District employee with
4 regard to their respective position. The District will provide to the Union any changes to
5 position descriptions, or created position descriptions for new positions. Upon request of
6 the Union, the District will bargain, in accordance with article 15, Mandatory Subjects, the
7 effect(s) of the changes to position description, or created position description for new
8 positions.

9

10 **34.2 Procedure**

11 A. When a position is created or undergoes a substantial change, the Executive
12 Director will review the position rating to determine the appropriate salary range.

13 B. Position descriptions will list the primary duties and responsibilities assigned to the
14 position, skills and abilities needed for the position, essential functions of the
15 position, other job-related information, and expectations of the position and the
16 review period.

17 C. When a position is created or undergoes a substantial change, the Executive
18 Director will review the position rating to determine the appropriate salary range.

19 The following tools will be used to determine the appropriate salary range

- 20 1. Current position description
- 21 2. Knowledge of the District and job market
- 22 3. Relationship to other positions at the District

23 If an employee requests clarification or change to their position rating or feels that
24 information provided was incomplete or inaccurate, that employee may present
25 information to the Executive Director. This request should be directed to the Executive
26 Director.

27

28

29 **ARTICLE 35**
30 **HOURS OF WORK, OVERTIME, EXCHANGE TIME**

31

31 **35.1 Definitions**

32 A. Workweek

1 The customary workweek for employees is 40 hours per week. The work week is
2 defined as Sunday at 12:00 a.m. PST to Saturday at 11:59 p.m. PST. The standard
3 workday is from 8:00 a.m. to 4:30 p.m., Monday through Friday.

4 **B. Overtime Eligible Employees**

5 Employees who are covered by the overtime provisions of state and federal law
6 (FLSA Non-Exempt).

7 **C. Overtime Exempt Employees**

8 Employees who are not covered by the overtime provisions of state and federal law
9 (FLSA Exempt).

10 **D. Full-time Employees**

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

12 **E. Part-time Employees**

13 Employees who are scheduled to work less than forty (40) hours per work week.
14

15 **35.2 Contact, Late for Work**

16 If an employee knows that they will be late for work or absent, it is the employee's
17 responsibility to contact his or her supervisor as soon as possible.
18

19 **35.3 Meal and Rest Periods**

20 A. Employees are allowed an unpaid meal period of at least 30 minutes which
21 commences no less than 2 hours nor more than 5 hours from the beginning
22 of the shift.

23 B. No employee shall be required to work more than 5 consecutive hours
24 without a meal period.

25 C. Employees working 3 or more hours longer than a normal work day are allowed at
26 least one 30 minute meal period prior to or during the overtime period.

27 D. Employees are allowed a rest period of not less than 10 minutes on the Districts
28 time for each 4 hours of working time. Rest periods shall be scheduled as near as
29 possible to the midpoint of the work period. An employee is not required to work
30 more than 3 hours without a rest period.

1 E. Where the nature of the work allows employees may take intermittent rest periods
2 equivalent to 10 minutes for each 4 hours worked; scheduled rest periods are not
3 required.
4

5 **35.4 Overtime**

- 6 A. Overtime for all overtime eligible employees must be approved in advance by their
7 supervisor.
- 8 B. Overtime work is work in excess of 40 hours per week.
- 9 C. The Overtime Rate will be one and one-half (1-1/2) of an employee’s regular rate
10 of pay.
11

12 **35.5 Compensatory Time for Overtime-Eligible Employees**

- 13 A. Compensatory Time in Lieu of Cash for Overtime
14 The District may grant compensatory time in lieu of cash payment to an overtime-
15 eligible employee.
16 Compensatory time is time off with pay in lieu of overtime pay for pre-approved
17 hours worked in excess of forty (40) per week.
18 Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of
19 compensatory time for each hour of overtime worked.
- 20 B. Compensatory Time Use
21 An employee must use compensatory time prior to using vacation leave.
22 Compensatory time must be pre-approved, used and scheduled in the same manner
23 as in Article 37, Vacation Leave. Employees may use compensatory time for leave
24 as required by the Domestic Violence Leave Act, [RCW 49.76](#).
- 25 C. Compensatory Time Cash Out
26 All compensatory time must be used by December 31st of each year. If
27 compensatory time balances are not scheduled to be used by the employee by April
28 of each year, the supervisor will contact the employee to review their schedule. The
29 employee’s compensatory time balance will be cashed out every December 31st or
30 when the employee separates from the District for any reason.
31

1 **35.6 Exchange Time**

2 A. Exchange time is time off with pay in recognition of pre-approved
3 extraordinary/excessive time worked. Only overtime exempt employees are
4 eligible for exchange time on an hour for hour bases (1:1).

5 B. Exchange Time Use

6 Exchange time may be accrued to a limit of 174 hours annually. An employee must
7 use exchange time prior to using vacation or sick leave. Exchange time must be
8 pre-approved, used and scheduled in the same manner as in Article 37, Vacation
9 Leave. Employees may use exchange time for leave as required by the Domestic
10 Violence Leave Act, [RCW 49.76](#).

11 C. Exchange Time Cash Out

12 All exchange time must be used by December 31st of each year. Exchange time
13 earned, but not taken, may not be paid out in cash if an employee terminates state
14 employment or leaves the position.

15
16 **ARTICLE 36**
17 **SICK LEAVE**

18 **36.1 Sick Leave Accrual**

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

- 21 1. Employees working less than a full-time schedule will accrue sick leave credit on
22 the same proportional basis that their employment schedule bears to a full-time
23 schedule.
- 24 2. Sick leave credit will not accrue for employees during leave without pay which
25 exceeds ten (10) working days in any calendar month.
- 26 3. Sick leave accruals for the prior calendar month will be credited and available for
27 employee use the first of the next calendar month.

28
29 **36.2 Sick Leave Use**

30 Sick leave may be used for:

- 1 A. An employee's mental or physical illness, injury, or health condition; to
2 accommodate the employee's need for medical diagnosis, care, or treatment of a
3 mental or physical illness, injury, or health condition; or an employee's need for
4 preventive medical care;
- 5 B. A death of any relative that requires the employee's absence from work. Relatives
6 are defined for this purpose as spouse, significant other, domestic partner, son,
7 daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent,
8 parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law,
9 sister-in-law, ex-spouse or the employee's ex-mother/father in law when the
10 employee has a related minor child, and corresponding relatives of employee's
11 spouse, significant other or domestic partner.
- 12 C. Childcare or eldercare emergencies.
- 13 D. Illness care or health care appointments of relatives, significant others and domestic
14 partners when the presence of the employee is required. Care for dependents
15 (family members in employee's immediate care), significant others or domestic
16 partners that require treatment or supervision, or to make arrangements for
17 extended care.

18

19 **36.3 Use of Compensatory Time, Vacation Leave or Personal Holiday for Sick Leave**
20 **Purposes**

21 The District will allow an employee who has used all of their sick leave to use
22 compensatory time, vacation leave, or a personal holiday for sick leave purposes.

23

24 **36.4 Restoration of Vacation Leave**

25 In the event an employee is injured or becomes ill while on vacation leave, the employee
26 may submit a written request to use sick leave and have the equivalent amount of
27 vacation leave restored.

28

29 **36.5 Sick Leave Reporting and Verification**

- 30 A. An employee must promptly notify their supervisor on their first day of sick leave
31 and each day after, unless there is mutual agreement to do otherwise.

- 1 B. If the District suspects abuse, the District may discuss FMLA eligibility and/or
- 2 require a written medical certificate for any sick leave absence. When a medical
- 3 certificate is required, the District will state the reasons for suspicion of sick leave
- 4 abuse.
- 5 C. An employee returning to work after any sick leave absence may be required to
- 6 provide written certification from their health care provider that the employee is
- 7 able to return to work and perform the essential functions of the job with or without
- 8 reasonable accommodation.
- 9 D. The District may not adopt or enforce any policy that counts the use of paid sick
- 10 leave for an authorized purpose as an absence that may lead to or result in
- 11 discipline against the employee.
- 12 E If the District requires an employee to provide verification from a health care
- 13 provider identifying the need for use of paid sick leave the District must not
- 14 require that the information provided explain the nature of the condition. If the
- 15 District obtains any health information about an employee or an employee's
- 16 family member, the District must treat such information in a confidential manner
- 17 consistent with applicable privacy laws.
- 18 F District-required verification may not result in an unreasonable burden or expense
- 19 on the employee.

20

21 **36.6 Separation**

22 Any employee, who has been employed for at least six (6) continuous months will be

23 entitled to payment for sick leave credits when they:

- 24 A. Resign,
- 25 B. Retire,
- 26 C. Are laid-off, or
- 27 D. Are terminated by the District.

28 In addition, a designated beneficiary first, or the estate of a deceased employee if there is

29 no beneficiary, will be entitled to payment for sick leave credits.

30

1 **36.7 Carry Forward and Transfer**

2 Employees will be allowed to carry forward, from year to year of service, any unused
3 sick leave allowed under this provision, and will retain and carry forward any unused sick
4 leave accumulated prior to the effective date of this Agreement.

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**ARTICLE 37
VACATION LEAVE**

8 The District believes that vacation leave is a benefit for both the employee and the
9 organization. District employees are encouraged to take leave.

10

11 **37.1 Accrual**

12 A. Regular employees begin accruing vacation leave immediately upon hiring, and are
13 eligible to use vacation leave after six months of employment. Time spent with other
14 conservation districts will be used in conjunction with time at the District to determine the
15 accrual rate. Employees shall accrue vacation leave each year of employment as follows:

Monthly Accrual Rate	Per year	Years of Employment
8 hours	96	During the first year of employment
9 hours, 20 minutes	112	During the second year of employment
10 hours	120	During the third year of employment
10 hours, 40 minutes	128	During the fourth year of employment
11 hours, 20 minutes	136	During the fifth and sixth years of employment
12 hours	144	During the seventh, eighth, and ninth years of employment
13 hours, 20 minutes	160	During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment
14 hours, 40 minutes	176	During the fifteenth, sixteenth, seventeenth, eighteenth, nineteenth, and twentieth years of employment

16 hours	192	During the twenty-first, twenty-second, twenty-third, and twenty-fourth years of employment
16 hours, 40 minutes	200	During the twenty-fifth and more years of employment

1

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

3

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5 **37.2 Accrual Maximum**

6

The maximum allowable accrual balance for the sum total of vacation and compensatory time shall be three hundred twenty (320) hours.

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8

9 **37.3 Vacation Scheduling**

10

A. All vacation leave is to be approved by the Executive Director, in advance. Leave requests may be denied or alternative times for leave specified when it is in the best interest of the District to do so, such as low levels of staffing, impending work deadlines, and emergencies. Vacation leave will be approved or denied as soon as possible, but in no case more than ten (10) calendar days before the date requested. If the leave is denied, a reason will be provided in writing.

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17 **37.4 Family Care**

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

19

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21 **37.5 Military Family Leave**

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Employees may use vacation leave for leave as required by the Military Family Leave Act, [RCW 49.77](#).

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25 **37.6 Domestic Violence Leave**

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

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37.7 Use of Vacation Leave for Sick Leave Purposes

The District will allow an employee who has used all of their sick leave to use vacation leave for sick leave purposes.

37.8 Emergency Childcare

Employees may use vacation leave for childcare emergencies after the employee has exhausted all of their accrued compensatory time not to exceed four (4) days per year.

37.9 Carry Forward and Transfer

Employees will be allowed to carry forward, from year to year of service, any unused vacation leave allowed under this provision, and will retain and carry forward any unused vacation leave accumulated prior to the effective date of this Agreement.

37.10 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 District.

In addition, a designated beneficiary, or the estate of a deceased employee if there is no beneficiary, will be entitled to payment for vacation leave credits.

37.11 Vacation Leave Cash Out

- A. Eligibility
 - 1. An employee must be employed by the District for a period of no less than one year.
 - 2. An employee may utilize a maximum of 240 hours for the purpose of cashing out vacation leave.
 - 3. An employee may utilize this benefit a maximum of once every two years.

1 4. An employee may exercise this benefit with the approval of the Executive
2 Director.

3 B. Procedure

4 A District employee wishing to cash-out a portion of their vacation leave in a
5 situation of need should do the following:

- 6 1. Make the request in writing to the Executive Director of the District indicating
7 the emergency purpose and the number of hours the employee wishes to cash-
8 out.
- 9 2. The Executive Director of the District will respond to the request within three
10 (3) working days. Any denials will be done in writing and will state the reason
11 for the denial.
- 12 3. The payment for the cash out will be made as soon as practicable, but no later
13 than the end of the next pay period.
- 14 4. Emergency situations are events that impose an immediate hardship on an
15 employee that could not reasonably have been planned for in advance.

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18 **ARTICLE 38**
19 **MISCELLANEOUS LEAVE**

20 **38.1 Compensable Work-Related Injury or Illness Leave**

21 An employee who sustains a work-related illness or injury that is compensable under the
22 state workers’ compensation law may select time-loss compensation exclusively or leave
23 payments in addition to time-loss compensation. Employees who take sick leave,
24 vacation leave or compensatory time during a period in which they receive time-loss
25 compensation will receive full sick leave, vacation leave or compensatory time pay in
26 addition to any time-loss payments.

27
28 **38.2 Bereavement Leave**

29 A. Up to five (5) days of paid bereavement leave will be granted for the death of any
30 family member, household member, or significant other that requires the
31 employee’s absence from work. Family members are defined for this purpose as

1 mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law,
2 significant other/domestic partner's mother, significant other/domestic partner's
3 father, spouse, domestic partner, grandparent, grandchild, son, daughter, stepchild,
4 and a child in the custody of and residing in the home of an employee or a child for
5 whom the employee provided care as a foster parent or guardian.

6 B. In addition, the District may approve an employee's request to use sick leave,
7 compensatory time, vacation leave, personal holiday, leave without pay, or personal
8 leave for bereavement-related reasons including travel and making necessary
9 family or funeral arrangements.

10
11 **38.3 Jury Duty Leave**

12 Employees will receive paid leave for jury duty. An employee will be allowed to retain any
13 compensation paid to them for their jury duty service. An employee will inform the District
14 when notified of a jury summons and will cooperate in requesting a postponement of
15 service if warranted by business demands.

16
17 **38.4 Military Leave**

18 Employees may request a schedule adjustment, use Personal Leave, other accrued leave,
19 or request shared leave, in order to report for required military duty, training or drills
20 including those in the National Guard or state active status. Military leave will be in
21 addition to any vacation or sick leave to which the employee might otherwise be entitled
22 and will not involve any loss of privileges or pay. An employee will only be charged
23 military leave for days that they are scheduled to work.

24
25 **38.5 Life-Giving Procedures**

26 Employees may request a schedule adjustment, use accrued leave or request shared leave,
27 as needed for the purpose of participating in life-giving procedures. A "life-giving
28 procedure" is defined as a medically-supervised procedure involving the testing, sampling,
29 or donation of blood, platelets, organs, fluids, tissues, and other human body components
30 for the purposes of donation, without compensation, to a person or organization for
31 medically necessary treatments.

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38.6 Personal Leave

An employee may use up to 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 District for more than four (4) months for the purposes of Jury Duty or Military Leave. Personal leave will be scheduled using the same procedure used for vacation leave.

38.7 Leave without Pay

A. Leave without pay will be granted for the following reasons:

- 1. Family and Medical Leave;
- 2. Compensable Work-Related Injury or Illness Leave;
- 3. Military leave;
- 4. Cyclic employment;
- 5. Volunteer firefighting leave
- 6. Military family leave; or
- 7. Domestic violence leave.

B. Leave without pay may be granted for the following reasons:

- 1. Educational leave;
- 2. Child or elder care emergencies;
- 3. Governmental service leave;
- 4. Citizen volunteer or community service leave;
- 5. Conditions applicable for leave with pay;
- 6. Union Rights and Activities;
- 7. Formal collective bargaining leave; or
- 8. As otherwise provided for in this Agreement.

C. Limitations

- 1. Leave without pay will be no more than twelve (12) months in any consecutive five (5) year period, except for:
 - a. Compensable work-related injury or illness leave;
 - b. Educational leave;
 - c. Governmental service leave;

- 1 d. Military leave;
- 2 e. Seasonal employment leave;
- 3 f. Leave for serious health condition taken under the provisions of, Family
- 4 and Medical Leave.
- 5 g. Leave taken voluntarily to reduce the effect of a layoff;
- 6 h. Leave authorized in advance by the Executive Director as part of a plan to
- 7 reasonably accommodate a person of disability;
- 8 i. Leave to participate in union activities;
- 9 j. Volunteer firefighting leave; or
- 10 k. Domestic violence leave.
- 11 D. Leave without pay will be scheduled using the same procedure used for vacation
- 12 leave.
- 13 E. Any employee who is on leave without pay for more than twelve (12) months in
- 14 any consecutive five (5) year period for reasons not listed in A, above, will be
- 15 considered to have resigned their position.
- 16
- 17

ARTICLE 39
FAMILY AND MEDICAL LEAVE

The Washington Family and Medical Leave Program (RCW 50A.05) is in effect beginning January 1, 2020 and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.05. 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.

39.1 Family and Medical Leave will be addressed in a manner which is consistent with the federal Family and Medical Leave Act of 1993 (FMLA), RCW 50A.05, and section 3.2.5 Family and Medical Leave of the District Policy and Procedures.

ARTICLE 40
SHARED LEAVE

40.1 Shared Leave

The purpose of the leave sharing program is to permit employees, at no significantly increased cost to the District, of providing leave to come to the aid of another 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, household member, or significant other 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, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in [RCW 26.50.010](#); sexual assault of one family or household member by another family or household member; or stalking as defined

- 1 in [RCW 9A.46.110](#) of one family or household member by another family or
2 household member.
- 3 B. “Employee” means any employee who is entitled to accrue sick leave or vacation
4 leave and for whom accurate leave records are maintained.
- 5 C. "Employee’s relative" normally will be limited to the employee’s spouse, state
6 registered domestic partner as defined by [RCWs 26.60.020](#) and [26.60.030](#), child,
7 stepchild, grandchild, grandparent, or parent.
- 8 D. "Household members" are defined as persons who reside in the same home who
9 have reciprocal duties to and do provide financial support for one another. This
10 term will include, but is not limited to, foster children and legal wards. The term
11 does not include persons sharing the same general house when the living style is
12 primarily that of a dormitory or commune.
- 13 E. “Parental leave” means leave to bond and care for a newborn child after birth or to
14 bond and care for a child after placement for adoption or foster care, for a period of
15 up to sixteen (16) weeks after the birth or placement.
- 16 F. “Pregnancy disability” means a pregnancy-related medical condition or
17 miscarriage.
- 18 G. "Service in the uniformed services" means the performance of duty on a voluntary
19 or involuntary basis in a uniformed service under competent authority and includes
20 active duty, active duty for training, initial active duty for training, inactive duty
21 training, full-time national guard duty including state-ordered active duty, and a
22 period for which a person is absent from a position of employment for the purpose
23 of an examination to determine the fitness of the person to perform any such duty.
- 24 H. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life
25 threatening.
- 26 I. “Sexual assault” has the same meaning as in [RCW 70.125.030](#).
- 27 J. “Stalking” has the same meaning as in [RCW 9A.46.110](#).
- 28 K. "Uniformed services" means the armed forces, the army national guard, and the air
29 national guard of any state, territory, commonwealth, possession, or district when
30 engaged in active duty for training, inactive duty training, full-time national guard
31 duty, or state active duty, the commissioned corps of the public health service, the

1 coast guard, and any other category of persons designated by the President of the
2 United States in time of war or national emergency.

3 L. “Victim” means a person that domestic violence, sexual assault, or stalking has
4 been committed against as defined in this Article.
5

6 **40.2 Shared Leave Receipt**

7 A. An employee may be eligible to receive shared leave if the District has determined
8 the employee meets any of the following criteria:

- 9 a. The employee suffers from, or has a relative, household member, or
10 significant other suffering from, an illness, injury, impairment, or physical or
11 mental condition which is of an extraordinary or severe nature;
12 b. The employee has been called to service in the uniformed services;
13 c. A state of emergency has been declared anywhere within the United States by
14 the federal or any state government and the employee has the needed skills to
15 assist in responding to an emergency or its aftermath and volunteers their
16 services to either a governmental agency or to a nonprofit organization
17 engaged in humanitarian relief in the devastated area, and the governmental
18 agency or nonprofit organization accepts the employee’s offer of volunteer
19 services;
20 d. The employee is a victim of domestic violence, sexual assault, or stalking;
21 e. The employee needs the time for parental leave as defined in [Subsection 40.1](#)
22 E; or
23 f. The employee is sick or temporarily disabled because of pregnancy disability,
24 as defined in [Subsection 40.1](#) F.

25 B. The illness, injury, impairment, condition, call to service, emergency volunteer
26 service, or consequence of domestic violence, sexual assault, or stalking, parental
27 leave or pregnancy disability has caused, or is likely to cause, the employee to:

- 28 a. Go on leave without pay status; or
29 b. Terminate District employment.

30 C. The employee’s absence and the use of shared leave are justified.

31 D. The employee has depleted or will shortly deplete their:

- 1 a. Vacation leave, sick leave and personal holiday if the employee qualifies
2 under [Subsection 40.2 A.1](#);
- 3 b. Vacation leave and paid military leave allowed under [RCW 38.40.060](#) if the
4 employee qualifies under Subsection 40.2 A.2;
- 5 c. Vacation leave or personal holiday if the employee qualifies under
6 Subsections 40.2 A.3 or A.4; or
- 7 d. Personal holiday and compensatory time, if the employee qualifies under
8 Subsections 40.2 A.5 or A.6. The employee under this Subsection can retain
9 in reserve up to forty (40) hours each of vacation leave and sick leave.
- 10 E. The employee has abided by the District’s policy regarding:
 - 11 a. Sick leave use if the employee qualifies under Subsections 40.2 A.1, 40.2 A.4,
12 A.5 or A.6; or
 - 13 b. Military leave if the employee qualifies under Subsection 40.2 A.2.
- 14 E. The employee has diligently pursued and been found to be ineligible for benefits
15 under [Chapter 51.32 RCW COMPENSATION—RIGHT TO AND AMOUNT](#) if
16 the employee qualifies under Subsection 40.2 A.1.

17
18 **40.3 Shared Leave Use**

- 19 A. The District will determine the amount of leave, if any, which an employee may
20 receive. However, an employee will not receive more than five hundred twenty-
21 two (522) days of shared leave, except that, the District may authorize leave in
22 excess of five hundred twenty-two (522) days in extraordinary circumstances for
23 an employee qualifying for the program because they are suffering from an illness,
24 injury, impairment or physical or mental condition which is of an extraordinary or
25 severe nature.
- 26 B. The District will require the employee to submit, prior to approval or disapproval:
 - 27 a. A medical certificate from a licensed physician or health care practitioner
28 verifying the employee’s required absence, the description of the medical
29 problem, and expected date of return to work status for shared leave under
30 [Subsection 40.2 A.1](#);

- 1 b. A copy of the military orders verifying the employee’s required absence for
- 2 shared leave under Subsection 40.2 A.2;
- 3 c. Proof of acceptance of an employee’s offer to volunteer for either a
- 4 governmental agency or a nonprofit organization during a declared state of
- 5 emergency for shared leave under Subsection 40.2 A.3;
- 6 d. Verification of childbirth or placement of adoption or foster care, when the
- 7 employee is qualified under Subsection 40.2 A.5; or
- 8 e. Medical certification from a licensed physician or health care provider
- 9 verifying the pregnancy disability when the employee is qualified under
- 10 Subsection 40.2 A.6.
- 11 C. The District may require the employee to submit, prior to approval or disapproval,
- 12 verification of the employee’s status as a victim of domestic violence, sexual assault
- 13 or stalking for shared leave under Subsection 40.2 A.4. Such verification will be in
- 14 accordance with the Domestic Violence Leave Act, [RCW 49.76](#) and may be one or
- 15 more of the following:
- 16 a. An employee’s own written statement;
- 17 b. A statement from an attorney or advocate, member of the clergy, or medical
- 18 or other professional; and/or
- 19 c. A court order or police report documenting the employee is a victim of
- 20 domestic violence, sexual assault or stalking.
- 21 D. The District should consider other methods of accommodating the employee’s
- 22 needs, such as modified duty, modified hours, flex-time or special assignments in
- 23 lieu of shared leave usage.
- 24 E. Vacation leave, sick leave, or all or part of a personal holiday transferred from a
- 25 donating employee will be used solely for the purpose stated in this Article.
- 26 F. The receiving employee will be paid their regular rate of pay; therefore, the value
- 27 of one (1) hour of shared leave may cover more or less than one (1) hour of the
- 28 recipient’s salary.
- 29 G. Eight (8) hours a month of accrued and/or shared leave may be used to provide for
- 30 the continuation of benefits as provided by the District.

1 H. The District will respond in writing to shared leave requests within fourteen (14)
2 calendar days of receipt of a completed request.

3

4 **40.4 Leave Donation**

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

7 A. The District approves the employee’s request to donate a specified amount of
8 vacation leave to an employee authorized to receive shared leave; and

9 a. The full-time employee’s request to donate leave will not cause their vacation
10 leave balance to fall below eighty (80) hours. For part-time employees,
11 requirements for vacation leave balances will be prorated; and

12 b. Employees may donate excess vacation leave that they would not be able to
13 take due to approaching the leave cap of 320 hours.

14 B. The District approves the employee’s request to donate a specified amount of sick
15 leave to an employee authorized to receive shared leave. The employee’s request
16 to donate leave will not cause their sick leave balance to fall below one hundred
17 twenty (120) hours after the transfer.

18 C. The District approves the employee’s request to donate all or part of their personal
19 holiday to an employee authorized to receive shared leave.

20 a. That portion of a personal holiday that is accrued, donated as shared leave,
21 and then returned during the same calendar year to the donating employee,
22 may be taken by the donating employee.

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

25 B. No employee may be intimidated, threatened, or coerced into donating leave for purposes
26 of this program.

27

28 **40.5 Shared Leave Administration**

29 A. The leave received will be coded as shared leave and be maintained separately from
30 all other leave balances.

- 1 • All paid leave accrued must be used prior to using shared leave when the
- 2 employee qualifies for shared leave under Subsection 40.2 A.1.
- 3 • Accrued vacation leave and paid military leave allowed under
- 4 [RCW 38.40.060](#) must be used prior to using shared leave for employees
- 5 qualified under Subsection 40.2 A.2.
- 6 • All paid leave, except sick leave, must be used prior to using shared leave
- 7 when the employee qualifies for shared leave under Subsection 40.2 A.3
- 8 and Subsection 40.2 A.4.
- 9 • For shared leave qualified under Subsections 40.2 A.5 or A.6, the employee
- 10 is required to deplete their personal holiday and all compensatory time. The
- 11 employee is also required to deplete vacation leave and sick leave that is
- 12 over forty (40) hours in each category.
- 13 B. An employee on leave transferred under these rules will continue to be classified
- 14 as a District employee and will receive the same treatment in respect to salary,
- 15 wages, and employee benefits as the employee would normally receive if using
- 16 accrued vacation leave or sick leave.
- 17 C. Shared leave no longer needed or will not be needed at a future time in connection
- 18 with the original injury or illness or for any other qualifying condition by the
- 19 recipient, as determined by the District, will be returned to the donor(s). Unused
- 20 leave may not be returned until one of the following occurs:
- 21 a. The District receives a statement from the employee’s doctor verifying
- 22 whether the employee’s injury or illness is resolved; or
- 23 b. The employee is released to full time employment, has not received additional
- 24 medical treatment for their current conditions or any other qualifying
- 25 condition for at least six (6) months, and the employee’s doctor has declined,
- 26 in writing, the employee’s request for a statement indicating the employee’s
- 27 condition has been resolved.
- 28 D. The remaining shared leave is to be divided on a pro rata basis among the donors
- 29 and reinstated to the respective donors’ appropriate leave balances based upon each
- 30 employee’s current salary rate at the time of the reversion. The shared leave
- 31 returned will be prorated back based on the donor’s original donation.

1 H. Unused shared leave may not be cashed out but will be returned to the donors per
2 Subsection 40.5 C, above. Shared leave that is returned to the donating employee
3 that exceeds the 320 hour leave cap may be paid out as cash to the original donating
4 employee in the amount of excess beyond 320 hours.

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

7
8 **40.6** If an employee later has a need to use shared leave due to the same condition listed in their
9 previously approved request, the District must approve a new shared leave request for the
10 employee.

11
12 **ARTICLE 41**
13 **REASONABLE ACCOMMODATIONS AND DISABILITY SEPARATION**

14 **41.1 Disability Accommodations**

15 A. The District and the Union will comply with all relevant federal and state laws, and
16 regulations providing reasonable accommodations to qualified individuals with
17 disabilities. The District will maintain written procedures for reasonable
18 accommodation for qualified individuals with disabilities. Upon request, the
19 District will make the reasonable accommodation written procedures available to
20 an employee.

21 B. An employee who believes that they suffer a disability and requires a reasonable
22 accommodation to perform the essential functions of their position may request
23 such an accommodation by submitting a request to the District.

24 C. Employees requesting accommodation must cooperate with the District in
25 discussing the need for and possible form of any accommodation. The District may
26 require supporting medical documentation and may require the employee to obtain
27 a second medical opinion at the District's expense. Medical information disclosed
28 to the District will be kept confidential.

29 D. The District will determine whether an employee is eligible for a reasonable
30 accommodation and the accommodation to be provided.

31

1 **41.2 Safety Accommodations**

2 A. An employee may request a reasonable safety accommodation if the employee or
3 the employee’s family member is a victim of domestic violence, sexual assault or
4 stalking (or perceived victim). An employee may be required to show verification
5 of the need for a safety accommodation by providing a police report showing the
6 employee or family member was a victim, a court order protecting or separating the
7 victim from the perpetrator of the act, or other evidence from the court or the
8 prosecuting attorney to support the request. Documentation from an advocate for
9 victims, an attorney, a member of the clergy or a medical or other professional who
10 provides services to such victims may be provided, and it shall retain its
11 confidential or privileged nature of communication pursuant to the extent provided
12 by law. An employee can also provide a written statement that they or a family
13 member are a victim and in need of the safety accommodation. Verification of the
14 familial relationship to the victim can be in the form of a statement from the
15 employee, a birth certificate, court document, or other similar documentation.

16 B. A reasonable safety accommodation may include, but is not limited to:

17 1. A transfer, reassignment, modified schedule, changed work telephone
18 number, changed work email address, changed workstation, installed lock,
19 implemented safety procedure, or any other adjustment to a job structure,
20 workplace facility, or work requirement in response to actual or threatened
21 domestic violence, sexual assault, or stalking.

22 2. Qualifying leave pursuant to Article 37 – Vacation, Article 36 – Sick Leave,
23 Article 38– Personal Leave and Article 19 – Leave without Pay may be
24 considered a reasonable safety accommodation.

25 3. The District may deny a reasonable safety accommodation request based on
26 an undue hardship, which means an action requiring significant difficulty
27 or expense.

28 C. Other applicable safety reasonable accommodations for employees under the law
29 or WAC would also apply.

30

1 **41.3 Pregnancy Accommodations**

- 2 A. For purposes of this section, “pregnancy” includes the employee’s pregnancy and
3 pregnancy related health conditions.
- 4 B. A pregnant employee may request a reasonable accommodation, which may
5 include any of the following:
- 6 a. Providing more frequent, longer or flexible restroom breaks;
- 7 b. Modifying a no food or drink policy;
- 8 c. Job restructuring, part-time or modified work schedules, reassignment to a
9 vacant position, or acquiring or modifying equipment, devices, or an
10 employee’s work station;
- 11 d. Providing seating or allowing the employee to sit more frequently if their job
12 requires them to stand;
- 13 e. Providing for a temporary transfer to a less strenuous or less hazardous
14 position;
- 15 f. Providing assistance with manual labor and limits on lifting;
- 16 g. Scheduling flexibility for prenatal visits; and
- 17 h. Any further pregnancy accommodation an employee may request, and to
18 which the District must give reasonable consideration in consultation with
19 information provided on pregnancy accommodation by the department of
20 labor and industries or the attending health care provider of the employee.
- 21 C. The District may deny a reasonable pregnancy related accommodation based on
22 undue hardship if the requested accommodation requires significant difficulty or
23 expense. The District may not claim undue hardship for the accommodations listed
24 above in Section 41.3 B.1, 2 and 4, or for limits on lifting over seventeen pounds,
25 and the District may not request written certification for those same accommodation
26 requests.
- 27 D. The District will not require a pregnant employee to take leave if another reasonable
28 accommodation can be provided.
- 29 E. The District, except for the limitations in Section 41.3 C above, can require the
30 employee to provide written certification from her treating health care professional
31 regarding the need for a reasonable accommodation.

- 1 F. The District does not have to create a position for an employee asking for a
- 2 pregnancy accommodation or transfer a less senior employee, or promote the
- 3 pregnant employee as part of a reasonable accommodation.
- 4 G. Other applicable pregnancy reasonable accommodations for employees under the
- 5 law or WAC would also apply.

6

7 **41.4 Disability Separation**

8 A. An employee with permanent status may be separated from service when the

9 District determines that the employee is unable to perform the essential functions

10 of the employee’s position due to a mental, sensory, or physical disability, which

11 cannot be reasonably accommodated. Determinations of disability may be made by

12 the District based on an employee’s written request for disability separation or after

13 obtaining a written statement from a licensed physician or licensed mental health

14 professional. The District can require an employee to obtain a medical examination,

15 at the District’s expense, from a licensed physician or licensed mental health

16 professional of the District’s choice. Evidence may be requested from the licensed

17 physician or licensed mental health professional regarding the employee’s

18 limitations.

19 B. When the District has medical documentation of the employee’s disability and has

20 determined that the employee cannot be reasonably accommodated in any available

21 position for which they qualify, or the employee requests separation due to

22 disability, the District may immediately separate the employee.

23 C. The District will inform the employee in writing of the option to apply to return to

24 employment prior to their separation due to disability. The District will provide

25 assistance to individuals seeking reemployment under this Article for twelve (12)

26 months. If reemployed, upon successful completion of the employee’s probationary

27 period, the time between separation and reemployment will not be considered a

28 break in service.

29 D. A disability separation is not a disciplinary action. Disability separation at the

30 employee’s request is not subject to the grievance procedure.

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ARTICLE 42
COMPENSATION

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42.1 On January 1, 2022, the classifications and pay table outlined in Appendix A and Appendix B will take effect.

42.2 Across the Board Increases

- A. All staff positions will be moved to the step in the new pay table derived from the 2021 TCD Salary Study in Appendix B that is closest to but not less than their current step, effective January 1, 2022.
- B. Effective January 1, 2022, all salary ranges and steps of the salary schedule will be increased by three and a half percent (3.5%) as shown in Appendix C.
- C. Effective January 1, 2023, all salary ranges and steps of the salary schedule will be increased by three and a half percent (3.5%) as shown in Appendix D.
- D. Effective January 1, 2024, all salary ranges and steps of the salary schedule will be increased by three and a half percent (3.5%) as shown in Appendix E.

42.3 Minimum Wages Determined by Local Ordinances

Employees will be paid no less than the minimum wage directed by the local ordinance.

42.4 Pay for Performing the Duties of a Higher Classification

Employees who are temporarily assigned the full scope of duties and responsibilities for more than ten (10) calendar days of a higher-paid position will be notified in writing and will be advanced to the range and step of that position for the duration of the assignment. Intermittent project assignments for employees who are temporarily assigned duties of a higher classification for more than ten (10) calendar days may also be eligible to receive pay commensurate to the temporary classification for the hours/days spent performing the temporary responsibilities. All other hours/days spent performing regularly assigned duties will be compensated at the employee’s regular rate.

1 **42.5 Salary Adjustments**

2 The District may increase an employee’s step within the salary range to encourage job
3 advancement or address issues related to recruitment, retention or other business needs.

4
5 **42.6 Demotion**

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

10

11 **42.7 Salary Overpayment Recovery**

12 A. When the District has determined that an employee has been overpaid wages, the
13 District will provide written notice to the employee that will include the following
14 items:

- 15 a. The amount of the overpayment;
- 16 b. The basis for the claim; and
- 17 c. The rights of the employee under the terms of this Agreement.

18 B. Method of Payback

19 Within thirty (30) days of receipt of the notice of salary overpayment, the employee
20 must choose one (1) of the following options for paying back the overpayment:

- 21 a. Voluntary wage deduction;
- 22 b. Cash; or
- 23 c. Check.

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

30 If the employee fails to choose one (1) of the three (3) options described above
31 within the timeframe specified, the District will deduct the overpayment owed from

1 the employee’s wages over a period of time equal to the number of pay periods
2 during which the overpayment was made.

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

5 C. Appeal Rights

6 Any dispute concerning the occurrence or amount of the overpayment will be
7 resolved through the grievance procedure of this Agreement.

8
9 **ARTICLE 43**
10 **CHILD FRIENDLY WORKPLACE**
11

12 **43.1 Infants at Work**

13 A. The parent may only participate in the Infants at Work program with one infant at
14 a time between the ages of six weeks and twelve months old.

15 B. To be eligible for the program, the parent must contact the District Executive
16 Director to schedule a time for a workspace consultation. The consultation will
17 include reviewing procedures for safety, security, and evacuations. An individual
18 plan will be developed, if feasible, for the employee and will take into account the
19 safety of the infant and the business needs of the District.

20 C. The infant, and parent are all strongly encouraged to be vaccinated, as appropriate
21 for age, in accordance with state law requirements and the recommendations of
22 the United States Centers for Disease Control and Prevention’s (CDC’s) Advisory
23 Committee on Immunization Practices (ACIP).

24 D. The parent must take the infant home if the infant:
25 i. Becomes sick while in the workplace;
26 ii. Is disruptive for a prolonged period of time;
27 iii. Causes significant distraction in the work place; or
28 iv. Prevents the parent from accomplishing work.

29 E. The decision to take the infant home may be made by either the parent or the
30 District’s Executive Director. If the infant is taken home, the parent must submit
31 leave.

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43.2 Lactating Employees in the Workplace

The District will provide

- 1. Reasonable break time for an employee to express milk for infant/child; and
- 2. A private room, other than a bathroom, that is shielded from view and free of intrusion from co-workers and the public.

ARTICLE 44

TERM OF AGREEMENT

44.1 All provisions of this Agreement will become effective January 1, 2022, and will remain in full force and effect through December 31, 2024; however, if this Agreement expires while negotiations between the Union and the District 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 pursuant to RCW 42.56.

44.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than July 1, 2023. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

ARTICLE 45

DISTRICT POLICY AND PROCEDURES

45.1 District employees will be given the opportunity to provide input and recommendations on revisions to policies or procedures that are scheduled for review or revision by the TCD Board.

45.2 District employees must provide written feedback to the Executive Director on scheduled policies or procedures a minimum of 2 weeks prior to the review date of the TCD Board.

45.3 District employees may propose at any time to the Executive Director regarding new policy or procedures. The Executive Director will provide proposals to the TCD Board within 2

1 weeks of receipt of policy proposals. The TCD Board may elect to schedule the proposal
2 for discussion within a subcommittee meeting, work session or regular Board meeting.

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ARTICLE 46
RETIREMENT

The District will continue its current practice of providing retirement benefits to District employees and will meet in accordance with article 15, Mandatory Subjects before making a change to this practice.

ARTICLE 47
GENDER NEUTRAL RESTROOM SIGNAGE

48.1 Restroom signage will display a commitment to an inclusive and welcoming work environment for all employees and visitors, regardless of their gender identity and/or expression. Restroom signage will include a gender-neutral reference.

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APPENDIX A: JOB CLASSIFICATIONS AND RANGES

Current Job Class	Job Class Effective 1/1/2022	Range on New Wage Table Effective 1/1/2022
Conservation		
Conservation Program Manager	Conservation Program Manager	20
Habitat Specialist	Senior Habitat Restoration Specialist	13
Resource Specialist	Senior Natural Resources Specialist	13
Habitat Technician	Habitat Restoration Specialist	8
Resource Technician	Natural Resources Specialist	8
Education and Outreach		
SSGREEN Program Manager	SSGREEN Program Manager	17
Communications and Education Manager	Communications and Education Manager	15
Education and Outreach Specialist	Senior Education and Outreach Specialist	12
Education and Outreach Coordinator	Education and Outreach Specialist	8
SSGREEN Program Assistant	SSGREEN Program Assistant	4
Finance		
Finance and Administration Manager	Finance and Administration Manager	20
Accountant	Accountant	12
Accounting Assistant	Accounting Specialist	8
Administrative Assistant	Administrative Assistant	6

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APPENDIX B: SALARY SCHEDULE

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$28,475	\$29,899	\$31,394	\$32,964	\$34,612	\$36,342	\$38,159	\$40,067	\$42,071	\$44,174
2	\$29,899	\$31,394	\$32,964	\$34,612	\$36,342	\$38,159	\$40,067	\$42,071	\$44,174	\$46,383
3	\$31,394	\$32,964	\$34,612	\$36,342	\$38,159	\$40,067	\$42,071	\$44,174	\$46,383	\$48,702
4	\$32,964	\$34,612	\$36,342	\$38,159	\$40,067	\$42,071	\$44,174	\$46,383	\$48,702	\$51,137
5	\$34,612	\$36,342	\$38,159	\$40,067	\$42,071	\$44,174	\$46,383	\$48,702	\$51,137	\$53,694
6	\$36,342	\$38,159	\$40,067	\$42,071	\$44,174	\$46,383	\$48,702	\$51,137	\$53,694	\$56,379
7	\$38,159	\$40,067	\$42,071	\$44,174	\$46,383	\$48,702	\$51,137	\$53,694	\$56,379	\$59,198
8	\$40,067	\$42,071	\$44,174	\$46,383	\$48,702	\$51,137	\$53,694	\$56,379	\$59,198	\$62,158
9	\$42,071	\$44,174	\$46,383	\$48,702	\$51,137	\$53,694	\$56,379	\$59,198	\$62,158	\$65,266
10	\$44,174	\$46,383	\$48,702	\$51,137	\$53,694	\$56,379	\$59,198	\$62,158	\$65,266	\$68,529
11	\$46,383	\$48,702	\$51,137	\$53,694	\$56,379	\$59,198	\$62,158	\$65,266	\$68,529	\$71,955
12	\$48,702	\$51,137	\$53,694	\$56,379	\$59,198	\$62,158	\$65,266	\$68,529	\$71,955	\$75,553
13	\$51,137	\$53,694	\$56,379	\$59,198	\$62,158	\$65,266	\$68,529	\$71,955	\$75,553	\$79,331
14	\$53,694	\$56,379	\$59,198	\$62,158	\$65,266	\$68,529	\$71,955	\$75,553	\$79,331	\$83,297
15	\$56,379	\$59,198	\$62,158	\$65,266	\$68,529	\$71,955	\$75,553	\$79,331	\$83,297	\$87,462
16	\$59,198	\$62,158	\$65,266	\$68,529	\$71,955	\$75,553	\$79,331	\$83,297	\$87,462	\$91,835
17	\$62,158	\$65,266	\$68,529	\$71,955	\$75,553	\$79,331	\$83,297	\$87,462	\$91,835	\$96,427
18	\$65,266	\$68,529	\$71,955	\$75,553	\$79,331	\$83,297	\$87,462	\$91,835	\$96,427	\$101,248
19	\$68,529	\$71,955	\$75,553	\$79,331	\$83,297	\$87,462	\$91,835	\$96,427	\$101,248	\$106,311
20	\$71,955	\$75,553	\$79,331	\$83,297	\$87,462	\$91,835	\$96,427	\$101,248	\$106,311	\$111,626
21	\$75,553	\$79,331	\$83,297	\$87,462	\$91,835	\$96,427	\$101,248	\$106,311	\$111,626	\$117,208
22	\$79,331	\$83,297	\$87,462	\$91,835	\$96,427	\$101,248	\$106,311	\$111,626	\$117,208	\$123,068
23	\$83,297	\$87,462	\$91,835	\$96,427	\$101,248	\$106,311	\$111,626	\$117,208	\$123,068	\$129,222
24	\$87,462	\$91,835	\$96,427	\$101,248	\$106,311	\$111,626	\$117,208	\$123,068	\$129,222	\$135,683
25	\$91,835	\$96,427	\$101,248	\$106,311	\$111,626	\$117,208	\$123,068	\$129,222	\$135,683	\$142,467
26	\$96,427	\$101,248	\$106,311	\$111,626	\$117,208	\$123,068	\$129,222	\$135,683	\$142,467	\$149,590
27	\$101,248	\$106,311	\$111,626	\$117,208	\$123,068	\$129,222	\$135,683	\$142,467	\$149,590	\$157,070
28	\$106,311	\$111,626	\$117,208	\$123,068	\$129,222	\$135,683	\$142,467	\$149,590	\$157,070	\$164,923
29	\$111,626	\$117,208	\$123,068	\$129,222	\$135,683	\$142,467	\$149,590	\$157,070	\$164,923	\$173,169
30	\$117,208	\$123,068	\$129,222	\$135,683	\$142,467	\$149,590	\$157,070	\$164,923	\$173,169	\$181,828

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APPENDIX C: 2022 SALARY SCHEDULE

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$29,471.83	\$30,945.42	\$32,492.69	\$34,117.33	\$35,823.20	\$37,614.36	\$39,495.07	\$41,469.83	\$43,543.32	\$45,720.48
2	\$30,945.42	\$32,492.69	\$34,117.33	\$35,823.20	\$37,614.36	\$39,495.07	\$41,469.83	\$43,543.32	\$45,720.48	\$48,006.51
3	\$32,492.69	\$34,117.33	\$35,823.20	\$37,614.36	\$39,495.07	\$41,469.83	\$43,543.32	\$45,720.48	\$48,006.51	\$50,406.83
4	\$34,117.33	\$35,823.20	\$37,614.36	\$39,495.07	\$41,469.83	\$43,543.32	\$45,720.48	\$48,006.51	\$50,406.83	\$52,927.18
5	\$35,823.20	\$37,614.36	\$39,495.07	\$41,469.83	\$43,543.32	\$45,720.48	\$48,006.51	\$50,406.83	\$52,927.18	\$55,573.53
6	\$37,614.36	\$39,495.07	\$41,469.83	\$43,543.32	\$45,720.48	\$48,006.51	\$50,406.83	\$52,927.18	\$55,573.53	\$58,352.21
7	\$39,495.07	\$41,469.83	\$43,543.32	\$45,720.48	\$48,006.51	\$50,406.83	\$52,927.18	\$55,573.53	\$58,352.21	\$61,269.82
8	\$41,469.83	\$43,543.32	\$45,720.48	\$48,006.51	\$50,406.83	\$52,927.18	\$55,573.53	\$58,352.21	\$61,269.82	\$64,333.31
9	\$43,543.32	\$45,720.48	\$48,006.51	\$50,406.83	\$52,927.18	\$55,573.53	\$58,352.21	\$61,269.82	\$64,333.31	\$67,549.98
10	\$45,720.48	\$48,006.51	\$50,406.83	\$52,927.18	\$55,573.53	\$58,352.21	\$61,269.82	\$64,333.31	\$67,549.98	\$70,927.48
11	\$48,006.51	\$50,406.83	\$52,927.18	\$55,573.53	\$58,352.21	\$61,269.82	\$64,333.31	\$67,549.98	\$70,927.48	\$74,473.85
12	\$50,406.83	\$52,927.18	\$55,573.53	\$58,352.21	\$61,269.82	\$64,333.31	\$67,549.98	\$70,927.48	\$74,473.85	\$78,197.54
13	\$52,927.18	\$55,573.53	\$58,352.21	\$61,269.82	\$64,333.31	\$67,549.98	\$70,927.48	\$74,473.85	\$78,197.54	\$82,107.42
14	\$55,573.53	\$58,352.21	\$61,269.82	\$64,333.31	\$67,549.98	\$70,927.48	\$74,473.85	\$78,197.54	\$82,107.42	\$86,212.79
15	\$58,352.21	\$61,269.82	\$64,333.31	\$67,549.98	\$70,927.48	\$74,473.85	\$78,197.54	\$82,107.42	\$86,212.79	\$90,523.43
16	\$61,269.82	\$64,333.31	\$67,549.98	\$70,927.48	\$74,473.85	\$78,197.54	\$82,107.42	\$86,212.79	\$90,523.43	\$95,049.60
17	\$64,333.31	\$67,549.98	\$70,927.48	\$74,473.85	\$78,197.54	\$82,107.42	\$86,212.79	\$90,523.43	\$95,049.60	\$99,802.08
18	\$67,549.98	\$70,927.48	\$74,473.85	\$78,197.54	\$82,107.42	\$86,212.79	\$90,523.43	\$95,049.60	\$99,802.08	\$104,792.19
19	\$70,927.48	\$74,473.85	\$78,197.54	\$82,107.42	\$86,212.79	\$90,523.43	\$95,049.60	\$99,802.08	\$104,792.19	\$110,031.80
20	\$74,473.85	\$78,197.54	\$82,107.42	\$86,212.79	\$90,523.43	\$95,049.60	\$99,802.08	\$104,792.19	\$110,031.80	\$115,533.39
21	\$78,197.54	\$82,107.42	\$86,212.79	\$90,523.43	\$95,049.60	\$99,802.08	\$104,792.19	\$110,031.80	\$115,533.39	\$121,310.06
22	\$82,107.42	\$86,212.79	\$90,523.43	\$95,049.60	\$99,802.08	\$104,792.19	\$110,031.80	\$115,533.39	\$121,310.06	\$127,375.56
23	\$86,212.79	\$90,523.43	\$95,049.60	\$99,802.08	\$104,792.19	\$110,031.80	\$115,533.39	\$121,310.06	\$127,375.56	\$133,744.34
24	\$90,523.43	\$95,049.60	\$99,802.08	\$104,792.19	\$110,031.80	\$115,533.39	\$121,310.06	\$127,375.56	\$133,744.34	\$140,431.55
25	\$95,049.60	\$99,802.08	\$104,792.19	\$110,031.80	\$115,533.39	\$121,310.06	\$127,375.56	\$133,744.34	\$140,431.55	\$147,453.13
26	\$99,802.08	\$104,792.19	\$110,031.80	\$115,533.39	\$121,310.06	\$127,375.56	\$133,744.34	\$140,431.55	\$147,453.13	\$154,825.79
27	\$104,792.19	\$110,031.80	\$115,533.39	\$121,310.06	\$127,375.56	\$133,744.34	\$140,431.55	\$147,453.13	\$154,825.79	\$162,567.08
28	\$110,031.80	\$115,533.39	\$121,310.06	\$127,375.56	\$133,744.34	\$140,431.55	\$147,453.13	\$154,825.79	\$162,567.08	\$170,695.43
29	\$115,533.39	\$121,310.06	\$127,375.56	\$133,744.34	\$140,431.55	\$147,453.13	\$154,825.79	\$162,567.08	\$170,695.43	\$179,230.20
30	\$121,310.06	\$127,375.56	\$133,744.34	\$140,431.55	\$147,453.13	\$154,825.79	\$162,567.08	\$170,695.43	\$179,230.20	\$188,191.71

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APPENDIX D: 2023 SALARY SCHEDULE

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$30,503.35	\$32,028.51	\$33,629.94	\$35,311.44	\$37,077.01	\$38,930.86	\$40,877.40	\$42,921.27	\$45,067.33	\$47,320.70
2	\$32,028.51	\$33,629.94	\$35,311.44	\$37,077.01	\$38,930.86	\$40,877.40	\$42,921.27	\$45,067.33	\$47,320.70	\$49,686.74
3	\$33,629.94	\$35,311.44	\$37,077.01	\$38,930.86	\$40,877.40	\$42,921.27	\$45,067.33	\$47,320.70	\$49,686.74	\$52,171.07
4	\$35,311.44	\$37,077.01	\$38,930.86	\$40,877.40	\$42,921.27	\$45,067.33	\$47,320.70	\$49,686.74	\$52,171.07	\$54,779.63
5	\$37,077.01	\$38,930.86	\$40,877.40	\$42,921.27	\$45,067.33	\$47,320.70	\$49,686.74	\$52,171.07	\$54,779.63	\$57,518.61
6	\$38,930.86	\$40,877.40	\$42,921.27	\$45,067.33	\$47,320.70	\$49,686.74	\$52,171.07	\$54,779.63	\$57,518.61	\$60,394.54
7	\$40,877.40	\$42,921.27	\$45,067.33	\$47,320.70	\$49,686.74	\$52,171.07	\$54,779.63	\$57,518.61	\$60,394.54	\$63,414.27
8	\$42,921.27	\$45,067.33	\$47,320.70	\$49,686.74	\$52,171.07	\$54,779.63	\$57,518.61	\$60,394.54	\$63,414.27	\$66,584.98
9	\$45,067.33	\$47,320.70	\$49,686.74	\$52,171.07	\$54,779.63	\$57,518.61	\$60,394.54	\$63,414.27	\$66,584.98	\$69,914.23
10	\$47,320.70	\$49,686.74	\$52,171.07	\$54,779.63	\$57,518.61	\$60,394.54	\$63,414.27	\$66,584.98	\$69,914.23	\$73,409.94
11	\$49,686.74	\$52,171.07	\$54,779.63	\$57,518.61	\$60,394.54	\$63,414.27	\$66,584.98	\$69,914.23	\$73,409.94	\$77,080.44
12	\$52,171.07	\$54,779.63	\$57,518.61	\$60,394.54	\$63,414.27	\$66,584.98	\$69,914.23	\$73,409.94	\$77,080.44	\$80,934.46
13	\$54,779.63	\$57,518.61	\$60,394.54	\$63,414.27	\$66,584.98	\$69,914.23	\$73,409.94	\$77,080.44	\$80,934.46	\$84,981.18
14	\$57,518.61	\$60,394.54	\$63,414.27	\$66,584.98	\$69,914.23	\$73,409.94	\$77,080.44	\$80,934.46	\$84,981.18	\$89,230.24
15	\$60,394.54	\$63,414.27	\$66,584.98	\$69,914.23	\$73,409.94	\$77,080.44	\$80,934.46	\$84,981.18	\$89,230.24	\$93,691.75
16	\$63,414.27	\$66,584.98	\$69,914.23	\$73,409.94	\$77,080.44	\$80,934.46	\$84,981.18	\$89,230.24	\$93,691.75	\$98,376.34
17	\$66,584.98	\$69,914.23	\$73,409.94	\$77,080.44	\$80,934.46	\$84,981.18	\$89,230.24	\$93,691.75	\$98,376.34	\$103,295.16
18	\$69,914.23	\$73,409.94	\$77,080.44	\$80,934.46	\$84,981.18	\$89,230.24	\$93,691.75	\$98,376.34	\$103,295.16	\$108,459.91
19	\$73,409.94	\$77,080.44	\$80,934.46	\$84,981.18	\$89,230.24	\$93,691.75	\$98,376.34	\$103,295.16	\$108,459.91	\$113,882.91
20	\$77,080.44	\$80,934.46	\$84,981.18	\$89,230.24	\$93,691.75	\$98,376.34	\$103,295.16	\$108,459.91	\$113,882.91	\$119,577.06
21	\$80,934.46	\$84,981.18	\$89,230.24	\$93,691.75	\$98,376.34	\$103,295.16	\$108,459.91	\$113,882.91	\$119,577.06	\$125,555.91
22	\$84,981.18	\$89,230.24	\$93,691.75	\$98,376.34	\$103,295.16	\$108,459.91	\$113,882.91	\$119,577.06	\$125,555.91	\$131,833.70
23	\$89,230.24	\$93,691.75	\$98,376.34	\$103,295.16	\$108,459.91	\$113,882.91	\$119,577.06	\$125,555.91	\$131,833.70	\$138,425.39
24	\$93,691.75	\$98,376.34	\$103,295.16	\$108,459.91	\$113,882.91	\$119,577.06	\$125,555.91	\$131,833.70	\$138,425.39	\$145,346.66
25	\$98,376.34	\$103,295.16	\$108,459.91	\$113,882.91	\$119,577.06	\$125,555.91	\$131,833.70	\$138,425.39	\$145,346.66	\$152,613.99
26	\$103,295.16	\$108,459.91	\$113,882.91	\$119,577.06	\$125,555.91	\$131,833.70	\$138,425.39	\$145,346.66	\$152,613.99	\$160,244.69
27	\$108,459.91	\$113,882.91	\$119,577.06	\$125,555.91	\$131,833.70	\$138,425.39	\$145,346.66	\$152,613.99	\$160,244.69	\$168,256.93
28	\$113,882.91	\$119,577.06	\$125,555.91	\$131,833.70	\$138,425.39	\$145,346.66	\$152,613.99	\$160,244.69	\$168,256.93	\$176,669.77
29	\$119,577.06	\$125,555.91	\$131,833.70	\$138,425.39	\$145,346.66	\$152,613.99	\$160,244.69	\$168,256.93	\$176,669.77	\$185,503.26
30	\$125,555.91	\$131,833.70	\$138,425.39	\$145,346.66	\$152,613.99	\$160,244.69	\$168,256.93	\$176,669.77	\$185,503.26	\$194,778.42

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APPENDIX E: 2024 SALARY SCHEDULE

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$31,570.96	\$33,149.51	\$34,806.99	\$36,547.34	\$38,374.70	\$40,293.44	\$42,308.11	\$44,423.52	\$46,644.69	\$48,976.93
2	\$33,149.51	\$34,806.99	\$36,547.34	\$38,374.70	\$40,293.44	\$42,308.11	\$44,423.52	\$46,644.69	\$48,976.93	\$51,425.77
3	\$34,806.99	\$36,547.34	\$38,374.70	\$40,293.44	\$42,308.11	\$44,423.52	\$46,644.69	\$48,976.93	\$51,425.77	\$53,997.06
4	\$36,547.34	\$38,374.70	\$40,293.44	\$42,308.11	\$44,423.52	\$46,644.69	\$48,976.93	\$51,425.77	\$53,997.06	\$56,696.91
5	\$38,374.70	\$40,293.44	\$42,308.11	\$44,423.52	\$46,644.69	\$48,976.93	\$51,425.77	\$53,997.06	\$56,696.91	\$59,531.76
6	\$40,293.44	\$42,308.11	\$44,423.52	\$46,644.69	\$48,976.93	\$51,425.77	\$53,997.06	\$56,696.91	\$59,531.76	\$62,508.35
7	\$42,308.11	\$44,423.52	\$46,644.69	\$48,976.93	\$51,425.77	\$53,997.06	\$56,696.91	\$59,531.76	\$62,508.35	\$65,633.77
8	\$44,423.52	\$46,644.69	\$48,976.93	\$51,425.77	\$53,997.06	\$56,696.91	\$59,531.76	\$62,508.35	\$65,633.77	\$68,915.45
9	\$46,644.69	\$48,976.93	\$51,425.77	\$53,997.06	\$56,696.91	\$59,531.76	\$62,508.35	\$65,633.77	\$68,915.45	\$72,361.23
10	\$48,976.93	\$51,425.77	\$53,997.06	\$56,696.91	\$59,531.76	\$62,508.35	\$65,633.77	\$68,915.45	\$72,361.23	\$75,979.29
11	\$51,425.77	\$53,997.06	\$56,696.91	\$59,531.76	\$62,508.35	\$65,633.77	\$68,915.45	\$72,361.23	\$75,979.29	\$79,778.25
12	\$53,997.06	\$56,696.91	\$59,531.76	\$62,508.35	\$65,633.77	\$68,915.45	\$72,361.23	\$75,979.29	\$79,778.25	\$83,767.16
13	\$56,696.91	\$59,531.76	\$62,508.35	\$65,633.77	\$68,915.45	\$72,361.23	\$75,979.29	\$79,778.25	\$83,767.16	\$87,955.52
14	\$59,531.76	\$62,508.35	\$65,633.77	\$68,915.45	\$72,361.23	\$75,979.29	\$79,778.25	\$83,767.16	\$87,955.52	\$92,353.30
15	\$62,508.35	\$65,633.77	\$68,915.45	\$72,361.23	\$75,979.29	\$79,778.25	\$83,767.16	\$87,955.52	\$92,353.30	\$96,970.96
16	\$65,633.77	\$68,915.45	\$72,361.23	\$75,979.29	\$79,778.25	\$83,767.16	\$87,955.52	\$92,353.30	\$96,970.96	\$101,819.51
17	\$68,915.45	\$72,361.23	\$75,979.29	\$79,778.25	\$83,767.16	\$87,955.52	\$92,353.30	\$96,970.96	\$101,819.51	\$106,910.49
18	\$72,361.23	\$75,979.29	\$79,778.25	\$83,767.16	\$87,955.52	\$92,353.30	\$96,970.96	\$101,819.51	\$106,910.49	\$112,256.01
19	\$75,979.29	\$79,778.25	\$83,767.16	\$87,955.52	\$92,353.30	\$96,970.96	\$101,819.51	\$106,910.49	\$112,256.01	\$117,868.81
20	\$79,778.25	\$83,767.16	\$87,955.52	\$92,353.30	\$96,970.96	\$101,819.51	\$106,910.49	\$112,256.01	\$117,868.81	\$123,762.25
21	\$83,767.16	\$87,955.52	\$92,353.30	\$96,970.96	\$101,819.51	\$106,910.49	\$112,256.01	\$117,868.81	\$123,762.25	\$129,950.37
22	\$87,955.52	\$92,353.30	\$96,970.96	\$101,819.51	\$106,910.49	\$112,256.01	\$117,868.81	\$123,762.25	\$129,950.37	\$136,447.88
23	\$92,353.30	\$96,970.96	\$101,819.51	\$106,910.49	\$112,256.01	\$117,868.81	\$123,762.25	\$129,950.37	\$136,447.88	\$143,270.28
24	\$96,970.96	\$101,819.51	\$106,910.49	\$112,256.01	\$117,868.81	\$123,762.25	\$129,950.37	\$136,447.88	\$143,270.28	\$150,433.79
25	\$101,819.51	\$106,910.49	\$112,256.01	\$117,868.81	\$123,762.25	\$129,950.37	\$136,447.88	\$143,270.28	\$150,433.79	\$157,955.48
26	\$106,910.49	\$112,256.01	\$117,868.81	\$123,762.25	\$129,950.37	\$136,447.88	\$143,270.28	\$150,433.79	\$157,955.48	\$165,853.26
27	\$112,256.01	\$117,868.81	\$123,762.25	\$129,950.37	\$136,447.88	\$143,270.28	\$150,433.79	\$157,955.48	\$165,853.26	\$174,145.92
28	\$117,868.81	\$123,762.25	\$129,950.37	\$136,447.88	\$143,270.28	\$150,433.79	\$157,955.48	\$165,853.26	\$174,145.92	\$182,853.21
29	\$123,762.25	\$129,950.37	\$136,447.88	\$143,270.28	\$150,433.79	\$157,955.48	\$165,853.26	\$174,145.92	\$182,853.21	\$191,995.88
30	\$129,950.37	\$136,447.88	\$143,270.28	\$150,433.79	\$157,955.48	\$165,853.26	\$174,145.92	\$182,853.21	\$191,995.88	\$201,595.67

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

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Executed this 21st day of December 2021.

10 For Thurston Conservation District:

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DocuSigned by:

3786B0710ADF43B... Sarah Moorehead (Executive Director)

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17 For Washington Federation of State Employees:

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21

DocuSigned by:

E4CADFB5778B401... Ariane Takano (Labor Advocate)

22
23

24 The below 2022-2024 bargaining team members were integral in reaching final agreement.

25

26 For the Washington Federation of State Employees:

27

- 28 Sasha Porter
- 29 Karin Streliaff
- 30 Adam Peterson

31

32 For the District:

33

- 34 Sarah Moorehead
- 35 Betsie De Wreede
- 36 Helen Wheatley